



## Board of Selectmen Meeting

Monday, August 12, 2019 7:00 PM

36 Bartlet Street, Andover, MA 01810

Selectmen's Conference Room

RECEIVED  
TOWN CLERK'S OFFICE

2019 AUG -8 P 3:51

TOWN OF ANDOVER, MASS

**I. Call to Order – 7:00 P.M.**

**II. Opening Ceremonies**

A. Moment of Silence/Pledge of Allegiance

**III. Communications/Announcements/Liaison Reports**

**IV. Citizens Petitions and Presentations**

**V. Public Hearing**

A. National Grid Underground Electric Conduit– (10 minutes)

Board to discuss and consider approving a petition from National Grid to construct a line of underground electric conduit, including the necessary sustaining and protecting fixtures along and across Gavin Circle, Andover

B. National Grid Underground Electric Conduit – (10 minutes)

Board to discuss and consider approving a petition from National Grid to construct a line of underground electric conduits, including the necessary sustaining and protecting fixtures under and across Park Street, Andover

C. National Grid and Verizon New England Pole Petition – (10 minutes)

Board to discuss and consider approving a petition from National Grid and Verizon New England, Inc. to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures along and across Salem Street, Andover

D. Liquor License Hearing – (10 minutes)

Board to discuss and consider approving an All Alcohol Restaurant Alcoholic Beverage License for JackRuss LLC, d/b/a Andiamo Restaurant & Bar located 1 Minuteman Road in Andover

**VI. Regular Business of the Board**

A. Staging at 44 Main Street – (15 minutes)

Board to review and consider voting to approve a request for staging over the public sidewalk at 44 Main Street.

B. 125 Bailey Road Preservation Restriction – (15 minutes)

Board to review and consider voting to approve a Preservation Restriction Agreement for 125 Bailey Road.

C. License Agreement for Landscape area near 89 Main Street – (15 minutes)

Board to review and consider signing a license agreement between the Town of Andover and Lincoln Essex OAV, LLC for a landscape area located near 89 Main Street.

D. Vehicle for Hire License – (10 minutes)

Board to review and consider voting to approve the application of Methuen High Class, Inc. for a Vehicle for Hire license for Henry Blanco, of Methuen High Class, Inc., 300 Brickstone Sq., Suite 211, Andover, operator of a Vehicle for Hire business at 300 Brickstone Sq., Suite 211, with 40 vehicles.

E. Financial Interest Exemption – (10 minutes)

Board to consider request by Ellen Keller for the Board to vote pursuant to General Laws Chapter 268A, Section 17 and Section 20, to approve an exemption of her financial interest in an agreement to provide space for the Andover Senior Center for the Center's daycare program.

**VII. Consent Agenda**

A. Appointments by the Select Board

Board to approve the annual appointment and re-appointment of Election Officers pursuant to MGL Chapter 54, Section 12, as printed in the consent agenda and as recommended by the Town Clerk:

Department	Name	Position	Rate/Term	Date of Hire
Town Clerk's Office	Mary Jane Bausemer	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Champa Bilwakesh	Deputy Warden	\$9.25/hour	8/12/19
Town Clerk's Office	Jeanne P. DeLisio	Deputy Inspector	\$9.25/hour	8/12/19
Town Clerk's Office	Nancy S. Gump	Deputy Inspector	\$9.25/hour	8/12/19
Town Clerk's Office	Jack Hall	Deputy Clerk	\$9.25/hour	8/12/19
Town Clerk's Office	Vecenza Johnson	Inspector	\$9.25/hour	8/12/19
Town Clerk's Office	Charlotte Lyons	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Barbara MacIntire	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Ellen T. Marcus	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Jeanne Normandy	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	James J. Redmond	Clerk	\$10.25/hour	8/12/19
Town Clerk's Office	Judith T. Reghitto	Warden	\$11.25/hour	8/12/19
Town Clerk's Office	Maryann Sadagopan	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Kathleen M. Salvi	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Susan A. Schwarz	Inspector	\$9.25/hour	8/12/19
Town Clerk's Office	Marilyn P. Wicker	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Lora Bates (Williams)	Deputy Warden	\$9.25/hour	8/12/19
Town Clerk's Office	Patricia Boutin-Skene	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Gail A. Demaso	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Rhonda Fisher	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Norma A. Gammon	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Ann Grecoe	Deputy Clerk	\$9.25/hour	8/12/19
Town Clerk's Office	Lois Kelly	Deputy Inspector	\$9.25/hour	8/12/19
Town Clerk's Office	Gerda Mosca	Deputy Inspector	\$9.25/hour	8/12/19
Town Clerk's Office	Walter W. Salvi	Warden	\$11.25/hour	8/12/19
Town Clerk's Office	James Sellers	Clerk	\$10.25/hour	8/12/19

Town Clerk's Office	Patricia Simpson	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Margaret Tenczar	Inspector	\$9.25/hour	8/12/19
Town Clerk's Office	George Thomson	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Kevin J. Twohig	Inspector	\$9.25/hour	8/12/19
Town Clerk's Office	Nancy Vogel	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Myrna Zetlan	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Rita T. Arsenault	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Nancy A. Burnham	Deputy Inspector	\$9.25/hour	8/12/19
Town Clerk's Office	Delores J. Cleland	Deputy Inspector	\$9.25/hour	8/12/19
Town Clerk's Office	Denise S. Doherty	Deputy Warden	\$9.25/hour	8/12/19
Town Clerk's Office	John Doherty	Deputy Clerk	\$9.25/hour	8/12/19
Town Clerk's Office	Kathleen Dolan	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Joan M. LeMieux	Inspector	\$9.25/hour	8/12/19
Town Clerk's Office	Melvin Martin	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Mary Mcgettrick	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Nancy Mitchell	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Calvin G. Perry	Warden	\$11.25/hour	8/12/19
Town Clerk's Office	Peter H. Schwind	Clerk	\$10.25/hour	8/12/19
Town Clerk's Office	H. Francis Rittershaus	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Cynthia M. Sexton	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Suzanne Soo Hoo	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Mary Kate Allard	Deputy Warden	\$9.25/hour	8/12/19
Town Clerk's Office	Constantine Bassilakis	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Nancy Buckley	Deputy Inspector	\$9.25/hour	8/12/19
Town Clerk's Office	Cynthia Campbell	Deputy Inspector	\$9.25/hour	8/12/19
Town Clerk's Office	Christine Curran	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Eleanor A. Everett	Warden	\$11.25/hour	8/12/19
Town Clerk's Office	Alice E. Friedenson	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Robert A. Friedenson	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Carol Hopkinson	Deputy Clerk	\$9.25/hour	8/12/19
Town Clerk's Office	Susan Hunter	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	MaryRuth Luther	Inspector	\$9.25/hour	8/12/19
Town Clerk's Office	Kenneth Ozoonian	Inspector	\$9.25/hour	8/12/19
Town Clerk's Office	Julie E. Pike	Clerk	\$10.25/hour	8/12/19
Town Clerk's Office	Henry Poirier	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Helen Sellers	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Susan Wartman	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Mary D. Barry	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	David Cleary	Deputy Warden	\$9.25/hour	8/12/19
Town Clerk's Office	Suanne C. Dillman	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Maureen A. Finneran	Deputy Clerk	\$9.25/hour	8/12/19
Town Clerk's Office	Wendy Cassidy- Grobicki	Inspector	\$9.25/hour	8/12/19
Town Clerk's Office	Charles H. Heseltine	Warden	\$11.25/hour	8/12/19
Town Clerk's Office	Geraldine Jacobson	Deputy Inspector	\$9.25/hour	8/12/19

Town Clerk's Office	Phyllis A. Jardine	Deputy Inspector	\$9.25/hour	8/12/19
Town Clerk's Office	Shirley E. Kountze	Inspector	\$9.25/hour	8/12/19
Town Clerk's Office	Lynn M.R. Landry	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Joanne Lepine	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Genee Morrissey	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Beatrice A. Pfister	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Shiva Sheel	Clerk	\$10.25/hour	8/12/19
Town Clerk's Office	David C. Tomlinson	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Judith F. Birtles	Deputy Warden	\$9.25/hour	8/12/19
Town Clerk's Office	Cynthia Cohen	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Dianne E. DeLucia	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	James Demaso	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Alexandra Driscoll	Deputy Inspector	\$9.25/hour	8/12/19
Town Clerk's Office	John (Jack) Driscoll	Deputy Inspector	\$9.25/hour	8/12/19
Town Clerk's Office	Abigail Harris	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Christine Hayward	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Nancy A. James	Clerk	\$10.25/hour	8/12/19
Town Clerk's Office	W. Robert James	Deputy Clerk	\$9.25/hour	8/12/19
Town Clerk's Office	Nancy Mulvey	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Marilyn S. Nolan	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Joy Sapienza	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Gisella Spreizer	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Cynthia Stoltz	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Robert E. Willard	Warden	\$11.25/hour	8/12/19
Town Clerk's Office	Marian C. Bicking	Warden	\$11.25/hour	8/12/19
Town Clerk's Office	Robert Decelle	Deputy Warden	\$9.25/hour	8/12/19
Town Clerk's Office	Patricia Donohue	Deputy Inspector	\$9.25/hour	8/12/19
Town Clerk's Office	Nancy Earnley	Deputy Inspector	\$9.25/hour	8/12/19
Town Clerk's Office	Marilyn Fulginiti	Deputy Clerk	\$9.25/hour	8/12/19
Town Clerk's Office	Denise Gentile	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Yvette Goulet	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Jennifer Hickman	Inspector	\$9.25/hour	8/12/19
Town Clerk's Office	Paul Hickman	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Dorothy Hollenbeck	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Elizabeth A. Kochakian	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Sharon Magnuson	Deputy Warden	\$9.25/hour	8/12/19
Town Clerk's Office	Sandra Minkkinen	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Dorothy S. Morrissey	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Judith Norton	Clerk	\$10.25/hour	8/12/19
Town Clerk's Office	Jeanne S. Paskowsky	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Gail Ralston	Deputy Clerk	\$9.25/hour	8/12/19
Town Clerk's Office	Evelyn A. Retelle	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Charlotte Taylor	Inspector	\$9.25/hour	8/12/19
Town Clerk's Office	Helen Waldruff	Inspector	\$9.25/hour	8/12/19
Town Clerk's Office	David W. Brown	Warden	\$11.25/hour	8/12/19



Town Clerk's Office	Donna Cooper	Deputy Inspector	\$9.25/hour	8/12/19
Town Clerk's Office	Donnabeth Dooley	Deputy Inspector	\$9.25/hour	8/12/19
Town Clerk's Office	George Fulginiti	Deputy Warden	\$9.25/hour	8/12/19
Town Clerk's Office	Suzanne Hornick	Deputy Clerk	\$9.25/hour	8/12/19
Town Clerk's Office	Judith Lugus	Clerk	\$10.25/hour	8/12/19
Town Clerk's Office	Remi Machet	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Deborah K. Moskal	Inspector	\$9.25/hour	8/12/19
Town Clerk's Office	Marcia S. O'Donnell	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Howard Rabinowitz	Inspector	\$9.25/hour	8/12/19
Town Clerk's Office	Catherine A. Robie	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Linda Salzman	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Delia Strobel	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Gloria Wager	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Howard Zetlan	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Justine Croteau	Deputy Clerk	\$9.25/hour	8/12/19
Town Clerk's Office	Sandra DiVincenzo	Deputy Warden	\$9.25/hour	8/12/19
Town Clerk's Office	Luan M. Giannone	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Jane Gifun	Inspector	\$9.25/hour	8/12/19
Town Clerk's Office	Joseph F. Gifun	Inspector	\$9.25/hour	8/12/19
Town Clerk's Office	Phyllis E. Herskovits	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	George Kakridas	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Pamela Mitchell	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Richard G. O'Brien	Warden	\$11.25/hour	8/12/19
Town Clerk's Office	Paul Ordman	Deputy Inspector	\$9.25/hour	8/12/19
Town Clerk's Office	Carolyn Page	Deputy Inspector	\$9.25/hour	8/12/19
Town Clerk's Office	Ivy Raboniwitz	Clerk	\$10.25/hour	8/12/19
Town Clerk's Office	Mildred M. Raymond	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Lisa Reid	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Ruth N. Shapiro	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Joan Dow	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Paul Dow	Pollworker	\$11.25/hour	8/12/19
Town Clerk's Office	Randall L. Hanson	Pollworker	\$11.25/hour	8/12/19
Town Clerk's Office	Maurice Y. LaBarre, Jr.	Pollworker	\$11.25/hour	8/12/19
Town Clerk's Office	Sallie L. LaBarre	Pollworker	\$9.25/hour	8/12/19
Town Clerk's Office	Alice Pincus	Pollworker	\$11.25/hour	8/12/19
Town Clerk's Office	Anthony Sofia	Pollworker	\$11.25/hour	8/12/19
Town Clerk's Office	Ken Veznaian	Pollworker	\$9.25/hour	8/12/19

B. Appointments by the Town Manager

Board to vote that the following appointments by the Town Manager be approved:

Department	Name	Position	Rate/Term	Date of Hire
Community Services -Recreation	Ross Vieira	Summer Program Counselor	\$11.25/hour	7/8/19

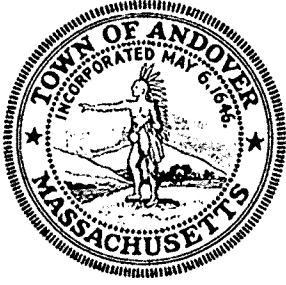
Community Services -Recreation	David Giribaldi	Seasonal	\$15.00/hour	7/11/19
Community Services -Recreation	Alexa Pacy	Seasonal	\$12.25/hour	6/18/19
Community Services -Recreation	Tyler Durling	Seasonal	\$11.25/hour	7/15/19
Community Services -Recreation	Kyle Hacket	Seasonal	\$11.25/hour	7/15/19
Community Services -Recreation	Alexander Durham	Life Guard	\$12.00/hour	7/16/19
Community Services -Recreation	Lauren Kole	Kid Care After School Program	\$12.25/hour	8/1/19
Community Services -Recreation	Max Champion	Seasonal	\$11.25/hour	8/1/19
Community Services -Recreation	Ava Finegold	Seasonal	\$11.25/hour	8/1/19
Community Services -Recreation	Amanda Smith	Seasonal	\$11.25/hour	8/1/19
Community Services -Recreation	Alyssa Smith	Seasonal	\$11.25/hour	8/1/19
Community Services -Youth Services	Charles Kim	Seasonal	\$25.00/hour	7/1/19
Community Services -Youth Services	Theo Pantely	Seasonal	\$25.00/hour	7/1/19
Community Services -Youth Services	Madison Martino	Seasonal	\$15.00/hour	7/5/19
Facilities	Shreyas Pal	Energy Intern	\$13.00/hour	7/24/19
Facilities	Joseph Sgrosso (Ihor Raniuk)	Construction Project Manager	\$86,293/year	8/13/19
Facilities	Allen Smith (David Ouellette)	Working Foreman – Mechanical/Electrical	\$77,026/year	8/13/19
Library	Katherine Budinger (Na'imah White)	Library Page	\$10.25/hour	7/16/19
Library	Amanda Ott (Kenna Cheverie)	Library Page	\$10.25/hour	8/13/19
Police	Kevin LeBlanc	Reserve Officer	\$26.38/hour	9/3/19
Police	Meghan E. Pierce	Reserve Officer	\$26.38/hour	9/3/19
Police	Luis Valdez	Reserve Officer	\$26.38/hour	9/3/19
Police	Jonathan Henriquez	Reserve Officer	\$26.38/hour	9/3/19
Police	Alexander J. King	Reserve Officer	\$26.38/hour	9/3/19
Police	Daniel P. Driscoll	Reserve Officer	\$26.38/hour	9/3/19
Police	Stephen J. Brighton	Reserve Officer	\$26.38/hour	9/3/19
Council On Aging	Jeff Kaplan	Member	Three Years	8/12/19
Cultural Council	Morgan von Prelle Pecelli	Member	Three Years	8/12/19
Housing Trust Fund Board	James Bofanti	Member	Three Years	8/12/19

Town Governance Study Committee	Paula Colby-Clements	Member	Three Years	9/1/19
Town Governance Study Committee	Stuart Jon Stumpf	Member	Three Years	9/1/19
Town Governance Study Committee	Gail Ralston	Member	Three Years	9/1/19
Town Governance Study Committee	Richard Fox	Member	Three Years	9/1/19
Town Governance Study Committee	Andrew McBrien	Member	Three Years	9/1/19
Town Governance Study Committee	Dara Obbard	Member	Three Years	9/1/19
Town Governance Study Committee	Paul Cavicchi	Member	Three Years	9/1/19
Town Governance Study Committee	Aleksandra Stapczynski	Member	Three Years	9/1/19
Town Governance Study Committee	David Floreen	Member	Three Years	9/1/19
Town Governance Study Committee	Austin Simko	Ex-Officio	Three Years	9/1/19
Town Governance Study Committee	Sheila Doherty	Ex-Officio	Three Years	9/1/19

### **VIII. Adjourn**

*If any member of the public wishing to attend this meeting seeks special accommodations in accordance with the Americans with Disabilities Act, please contact Toni Magras in the Town Manager's Office at 978-623-8215 or by email at [tonia.magras@andoverma.us](mailto:tonia.magras@andoverma.us)*

**MEETINGS ARE TELEVISED ON  
COMCAST CHANNEL 22 AND VERIZON CHANNEL 45**



# TOWN OF ANDOVER

## Town Clerk's Office

36 Bartlet Street  
Andover, MA 01810  
978-623-8255  
townclerk@andoverma.gov

### NOTICE

You are hereby notified that a Public Hearing will be held by the Andover Select Board, on Monday, July 15, 2019 in the 3<sup>rd</sup> Floor Conference Room, 36 Bartlet Street, at 7 p.m.

This hearing is being held on the petition of National Grid requesting permission to construct a line of underground electric conduit, including the necessary sustaining and protecting fixtures, along and across the following public way:

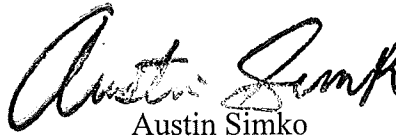
**# 27757717, Gavin Circle** – National Grid proposes to install three pull – boxes with conduit for URD cable replacement. Location approximately as shown on plan attached.

Wherefore it prays that after due notice and hearing as provided by law, it be granted permission to excavate the public highways and to run and maintain underground electric conduit, together with such sustaining and protecting fixtures as it may find necessary for the transmission of electricity, said underground conduits to be located substantially in accordance with the plan filed herewith marked Gavin Circle - Andover, MA.

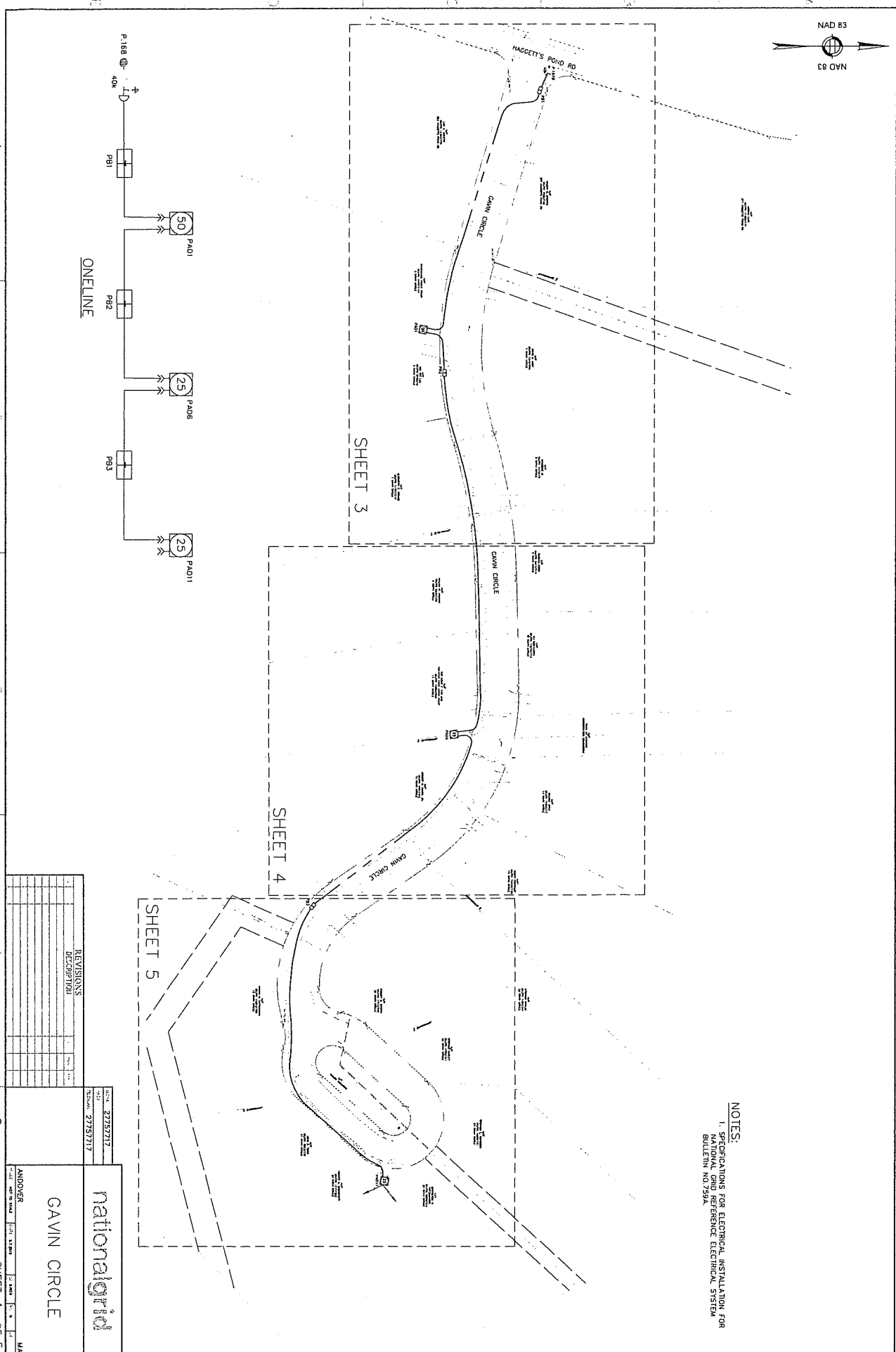
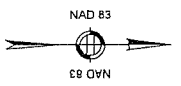
Plan(s) of the proposed work can be found on the Town of Andover web site at [www.andoverma.gov](http://www.andoverma.gov) in the Open Meeting Calendar by searching under the public hearing date.

Should you have any major concerns about this proposal, please call Brian Reis at National Grid, (781) 907-2645, prior to the above-mentioned Selectmen's meeting date. Representatives from the utility company will be available at 6:45 P.M. on the above date to answer any other questions you may have relating to the proposed work.

By order of the  
Select Board

  
Austin Simko  
Town Clerk

Plan No.: **27757717**  
Date: June 14, 2019



NOTES:  
1. SPECIFICATIONS FOR ELECTRICAL INSTALLATION FOR  
BULLETIN NO 759A

nationalgrid

ANDOVER

MA

PROJECT 27752712

7/12/2012

7/12/2012

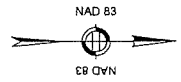
REVISIONS

NO.	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

CAVIN CIRCLE

SHEET 1 OF 5





13 SHEET

HAGGETT'S POND RD

P-1678

PB1

SECTION - "A"

(SHEET 5)

SECTION - "B"

(SHEET 5)

N/F  
JASON C. BROWNE  
BR/PG 4452/272  
207 HAGGETT'S POND RD

SECTION - "A"

(SHEET 5)

N/F  
LEO A. MONETTE  
BR/PG 1504/216  
203 HAGGETT'S POND RD

GAVIN CIRCLE

SE NO 1ST

APPROXIMATE R

N/F  
CHARLACE FAMILY TRUST  
BR/PG 1447/197  
3 GAVIN CIRCLE

PA01

SECTION - "A"

(SHEET 5)

N/F  
DAVID A. ADEY  
BR/PG 1545/266  
4 GAVIN CIRCLE

N/F  
N/A  
BR/PG 5502/19  
5 GAVIN CIRCLE

PB2

SECTION - "A"

(SHEET 5)

N/F  
JAMESING D.  
BR/PG 1179/217  
6 GAVIN CIRCLE

SECTION - "A"

(SHEET 5)

MATCHLINE  
SHEET 3

NOTES:

1. SPECIFICATIONS FOR ELECTRICAL INSTALLATION FOR  
REFERENCE ELECTRICAL SYSTEM  
BULLETIN NO.759A.

N/F  
ELIZABETH C. SHIRAS  
BR/PG 1179/217  
7 GAVIN CIRCLE

REVISIONS	
DESCRIPTION	

22757217

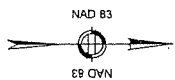
nationalgrid

GAVIN CIRCLE

ANDOVER

10-12-2009

SHEET 2 OF 5



SHEET 2  
MATCHLINE

N/F  
QIU SHUI CHEN  
BK/PC 8815/214  
8 CAVIN CIRCLE

N/F  
ALL ABO--LABAN  
BK/PG 14210/116  
10 GAVIN CIRCLE

N/F  
TOWN OF ANDOVER  
CONSERVATION COMMISSION

N/F  
CAURAV JETLY  
BK/PG 14952/17  
14 GAVIN CIRCLE

N/F  
SCOTT WORTHLEY  
BK/PG 12432/151  
16 CAVIN CIRCLE

GAVIN CIRCLE

- SECTION - "A"  
(SHEET 5)

N/F  
WILLIAM R. WEBBER  
BK/PG 5524/J35  
9 GAVIN CIRCLE

THE NENG F. YAO AND  
HSI-PING LUNG LINING TRUST  
BK/PG 14099/246  
11 GAWN CIRCLE

SECTION-"A"  
(SHEET 5)

25

المسجد

400

SECTION - "A"  
(SHEET 5)

N/F  
ROBERT H. BANTA, JR  
BK/PG 3781/349  
15 CAVIN CIRCLE

SECTION - "A"  
(SHEET 5)

GAVIN CIRCLE

MATCHLINE  
SHEET 4

NOTES:

1. SPECIFICATIONS FOR ELECTRICAL INSTALLATION FOR NATIONAL GRID REFERENCE ELECTRICAL SYSTEM BULLETIN NO. 759A.

[illegible]

27757717

national grid

GAVIN CIRCLE

ANDOVER

DATE	10/10/2010
TIME	10:10

6,902.6

51 NAQT

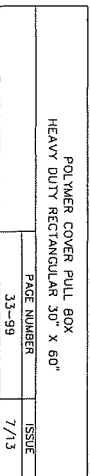
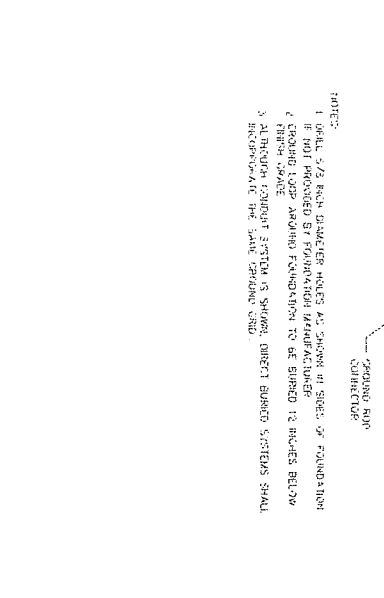
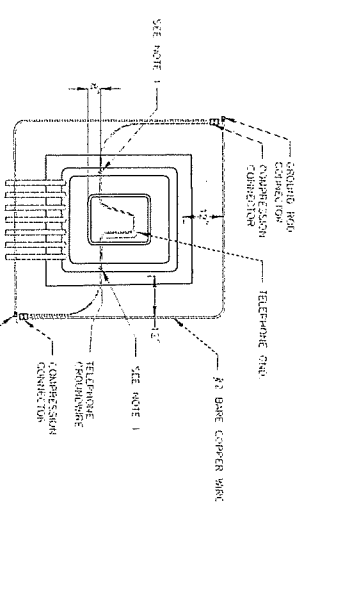
6. 2.

SHEET 3 OF 5

NAD 83



NAD 83

[illegible]



## **TOWN OF ANDOVER**

### **Town Clerk's Office**

36 Bartlet Street  
Andover, MA 01810  
978-623-8255  
townclerk@andoverma.gov

### **MEMORANDUM**

**TO:** Art Martineau  
Town Engineer

**FROM:** Jamie Doherty, Town Clerk's Office

**RE:** Petition Request

**DATE:** June 24, 2019

**DATE OF SELECTMEN'S MEETING:** July 15, 2019

**PETITION#:** 27896197

**PETITIONER:** National Grid

**LOCATION:** Park Street

**Please return to the Town Clerk's Office for mailing by Monday, July 1, 2019  
(if possible).**

**Thank you!**





June 18, 2019

The City Council of Lowell, Massachusetts

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID covering the installation of underground facilities.

If you have any questions regarding this permit, please contact:

Dave Boucher 978-725-1461

If this petition meets with your approval, please return an executed copy to:

**National Grid Contact: Lisa Ayres; 1101 Turnpike Street; North Andover, MA 01845; # 978-725-1418**

Very truly yours,

*Dave Johnson/lla*

Dave Johnson  
Supervisor, Distribution Design

Enclosures

Questions contact – Dave Boucher - 978-725-1461

Petition of the NATIONAL GRID  
Of NORTH ANDOVER, MASSACHUSETTS  
For Electric Conduit Location:

To the Board of Selectmen of Andover, Massachusetts

Respectfully represents the NATIONAL GRID of North Andover, Massachusetts, that it desires to construct a line of underground electric conduits, including the necessary sustaining and protecting fixtures, under and across the public way or ways hereinafter named.

Wherefore it prays that after due notice and hearing as provided by law, it be granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as it may find necessary for the transmission of electricity, said underground conduits to be located substantially in accordance with the plan filed herewith marked – Park St. - Andover, Massachusetts.

The following are the streets and highways referred to:

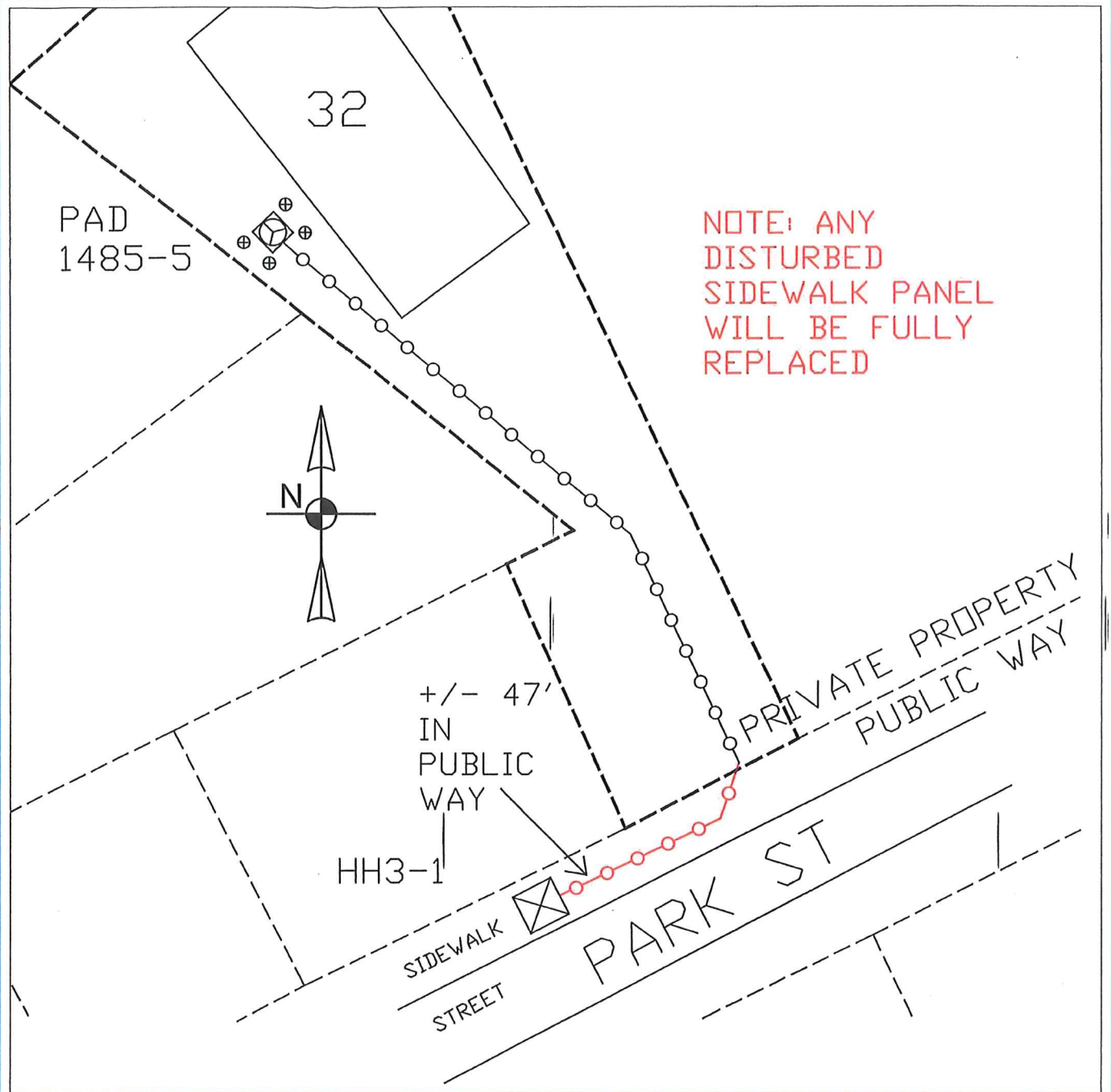
**27896197** Park St. - National Grid to install +/- 47 feet of (2) 4 inch concrete encased conduits in the sidewalk as shown to service 32 Park St. with electricity. Beginning at a point approximately 335 feet northeast of the centerline of the intersection of Main St. and continuing approximately 47 feet in a northeast direction.

Location approximately as shown on plan attached.

NATIONAL GRID  
BY \_\_\_\_\_  
Engineering Department

*Dave Johnson/lla*

Dated: June 18, 2019



# UNDERGROUND CONDUIT PETITION

**nationalgrid**



Proposed +/-47' NGRID (2) 4" CONCRETE ENCASED DUCTS



Existing NGRID HAND HOLE

DISTANCES ARE APPROXIMATE

Date: 4-10-19

Work Request Number: 27896197

To Accompany Petition  
Dated:

To The Town Of ANDOVER, MA

Location: 32 PARK ST

For Proposed: (2) 4" CONCRETE ENCASED DUCTS

Questions contact David Boucher 978-725-1461

**PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS**

North Andover, Massachusetts

To the Board of Selectmen  
Of Andover, Massachusetts

NATIONAL GRID and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Salem St. - National Grid to install (1) JO pole on Salem St. beginning at a point approximately 200 feet southeast of the centerline of the intersection of Prospect Rd. and continuing approximately 20 feet in a northeast direction. National Grid to install (1) new pole # 2043-84 with anchor to support pole line across the street.

Location approximately as shown on plan attached.

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Salem St. - Andover, Massachusetts.

**28495205**

Also, for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

NATIONAL GRID  
BY \_\_\_\_\_  
Engineering Department

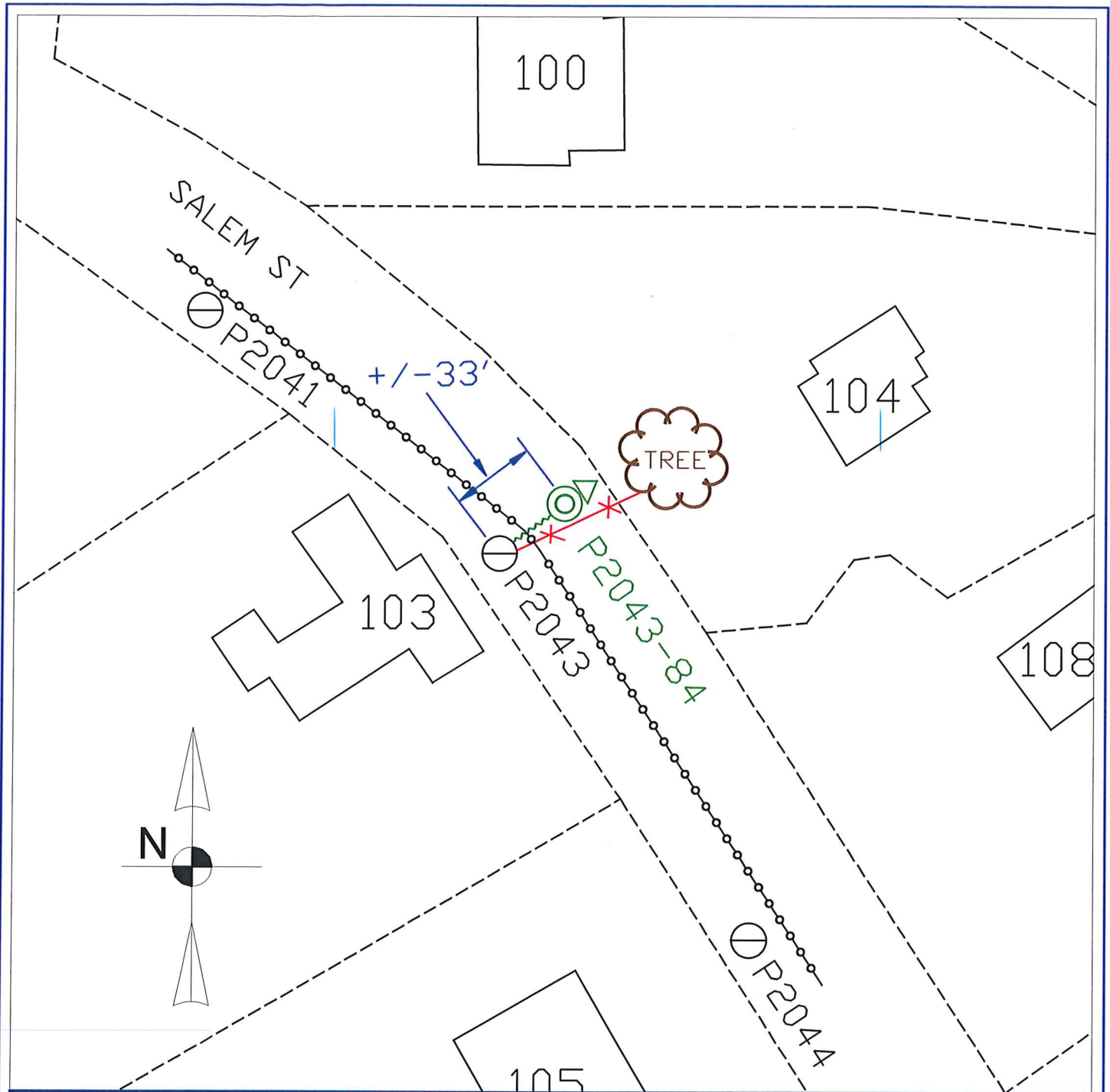
*Dave Johnson/lla*

VERIZON NEW ENGLAND, INC.  
BY \_\_\_\_\_  
Manager / Right of Way

*Karen Lussque*

June 18, 2019





# JOINT OWNED POLE PETITION

- ⊖ Existing J.O. Pole Locations
- ⊙ Proposed J.O. Pole Locations
- ▷ Proposed Anchor
- ~~~~~ Proposed Guy Wire
- ✕-✕- Guy Wire To Be Removed
- Lot Line
- Overhead Utility Lines

DISTANCES ARE APPROXIMATE

**nationalgrid**

And  
Verizon New England, Inc.

Date: 6-13-19

Work Request  
Number: 28495205

To Accompany  
Petition Dated:

To The Town of Andover, MA

For  
Proposed: Pole# 2043-84 Salem St



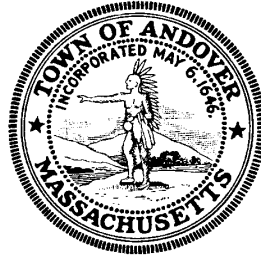


# TOWN OF ANDOVER

## Town Clerk's Office

36 Bartlet Street  
Andover, MA 01810  
978-623-8230  
townclerk@andoverma.gov

## TOWN OF ANDOVER



## PUBLIC HEARING

Notice is hereby given under Chapter 138 of the General Laws, as amended, that JackRuss LLC, d/b/a Andiamo Restaurant & Bar, 32 Maplewood Avenue, Methuen, MA, has applied for an All Alcohol Restaurant Alcoholic Beverage License at 1 Minuteman Road, Andover, MA. Patricia Collins, 32 Maplewood Avenue, Methuen, MA is the proposed designated manager.

**The premises to be described as follows: A 1-floor restaurant with storage and preparation area with a total sq. footage of 4,000; 1 entrance and 4 exits; and proposed seating capacity of 110 and a proposed occupancy of 140. Also to include patio dining with 10 tables and approx. 40 outdoor seats.**

The public hearing will be held on Monday, August 12, 2019, in Conference Room A on the third floor of the Andover Town Offices, 36 Bartlet Street, Andover, Massachusetts at 7:00 p.m. in accordance with the General Laws relating thereto.

By Order of the  
Board of Selectmen

Austin Simko  
Town Clerk

Date of Issue: Thursday, August 1, 2019

JackRuss LLC, MOTION

MOTION

I move to approve the application of JackRuss LLC, d/b/a Andiamo Restaurant & Bar, 32 Maplewood Avenue, Methuen, MA, for an All Alcohol Restaurant Alcoholic Beverage License at 1 Minuteman Road, Andover, MA; and for the appointment of Patricia Collins, 32 Maplewood Avenue, Methuen, as designated Manager, subject to the condition that all other requirements of the Town are met prior to issuance.

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

Voted \_\_\_\_\_ to \_\_\_\_\_

# LICENSE AGREEMENT

By and between

THE TOWN OF ANDOVER

And

OWNER

This License Agreement (the "Agreement") is entered into as of 29th day of July, 2019 by and between the Town of Andover and Pinnacle Construction Company Inc. (hereinafter "Licensee" or "Owner")

WITNESSETH:

**WHEREAS**, Licensee is owner of the property located at 46 Main Street within the Town of Andover (hereinafter the "Property");

**WHEREAS**, Licensor is the Town of Andover (hereinafter the "Town");

**WHEREAS**, the Owner desires to use the public sidewalk in front of the Property in order to construct scaffolding in connection with improvements to the Property;

**WHEREAS**, the Town and the Owner desire to cooperate to further the above-stated purpose in a way compatible with the public interest and public safety;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **License to Construct Scaffolding.** The Town of Andover hereby grants the Owner a revocable license to construct scaffolding on the sidewalk adjacent to the Property. The Licensee shall comply with the terms of this Agreement, the License granted by the Board of Selectmen, any other license related to the Property, all applicable laws, regulations, and bylaws and all applicable rules and regulations established by the Board of Selectmen. The Owner shall be responsible for obtaining all permits or licenses at its expense for the scaffolding. The Licensee shall also be subject to the following conditions:

- a.) Access to any Fire Department connections contained within the scaffolding area must be kept clear and visibly marked.
- b.) Owner is responsible for any snow removal/salting/sanding of pedestrian walkways underneath the proposed scaffolding.

- c.) Mesh Scrim (if erected on staging) shall be plain unadorned scrim without any signage or branding unless approved by the Design Review Board prior to erection.
- d.) Lighting within sidewalk shed as per plan submitted to and approved by the Building Inspector.
- e.) Owner shall submit specific dates/timeframe for scaffolding to remain in place, subject to approval of the Board of Selectmen.
- f.) Owner shall obtain Board of Selectmen approval prior to erection of scaffolding.
- g.) Owner shall furnish and maintain liability insurance in the amount of \$2,000,000 as verified by a certificate of insurance filed with the Town Clerk prior to the commencement of any work, naming the Town as additional insured.

2. **Indemnification.** The Owner shall indemnify, defend and save harmless the Town of Andover, its officers, and employees from and against all suits, actions, claims, demands, damages, losses, expenses, and costs of every kind and description relating to or arising from the operation, construction, or existence of the scaffolding and any work related thereto or related to construction activities at 46 Main Street, under this Agreement.

3. **Insurance.** The Owner shall carry or require that there be carried Workers' Compensation Insurance for all employees and those of its contractors and/or subcontractors engaged in work at 46 Main Street, in accordance with the State Workers' Compensation Laws. The Owner shall furnish a certificate of insurance to the Town evidencing coverage of Workers' Compensation Insurance. In addition, the Owner shall carry Comprehensive General Liability and Property Damages Liability Insurance, with limits hereinafter set forth to cover the Owner and its contractors and subcontractors against claims which may occur or result from operations under this Agreement. Such insurance shall cover the use of all equipment related to the scaffolding. The Comprehensive General Liability Policy, shall insure against all claims and demands for bodily injury and property damage with limits of \$2,000,000 per occurrence and \$2,000,000 in the aggregate. The Town shall be named as an "additional insured" in all policies for such insurance with specific reference as to coverage related to this License Agreement. All such policies shall provide a waiver of subrogation in favor of the Town. The Owner (and their heirs, successors and assigns in interest) shall hold harmless, defend and indemnify the Town of Andover and its employees and agents from any responsibility, liability and claims arising out of or related to the operations under this agreement. The Owner shall furnish a certificate of insurance to the Town prior to commencing any work authorized under this Agreement. Where such insurance is renewed or replaced the Owner shall furnish the Town with a certificate of insurance evidencing same.

4. **Maintenance.** The Owner shall maintain the Property and the scaffolding utilized by the Owner and its Contractors in a clean and orderly condition. The Owner assumes responsibility for the removal of any debris generated by the construction, operation, or existence of the scaffolding.

5. **Term.** The License granted herein shall begin after it is approved by the Board of Selectmen and upon execution of this Agreement and payment of the License Fee and shall expire on \_\_\_\_\_ immediately following, unless sooner revoked. Notwithstanding the foregoing sentence this License is revocable at the will of the Andover Board of Selectmen at any time at the total discretion of said Selectmen. At the expiration or revocation of this License, the Licensee shall promptly remove the scaffolding and all related items, and return the area to condition at least as good as prior to the issuance of this License.

6. Revocation. The parties covenant and agree that this License is not an interest in land and is revocable at will by the Andover Board of Selectmen for any reason whatsoever upon written notice to the Licensee from the Town. The License will terminate upon Licensee's receipt of said written notice described therein. Licensee acknowledges, covenants and agrees that this License is revocable at will by the Town and the Licensee further acknowledges, covenants and stipulates that in the event of such revocation, the Licensee shall have no recourse or claim against the Town for such revocation whether by way of monetary charges, a suit in equity, or otherwise.

**WITNESS**, the execution hereof in counterparts under seal as of the date and year first above written.

By   
Owner

By \_\_\_\_\_  
Chairman, Board of Selectmen

Date: \_\_\_\_\_



### CERTIFICATION OF GOOD FAITH

The undersigned certifies under the pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

### CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, Pinnacle Construction Co. Inc., whose principal place of business is at 160 Lorum ST Tewksbury MA, does hereby certify under the pains and penalties of perjury that he has paid all Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Federal Identification No. of

Pinnacle Construction  
Licensee

Number

04-3116688



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh & McLennan Agency LLC - New England 100 Front St, Ste 800 Worcester MA 01608	<b>CONTACT NAME:</b> Cindy L. Carey	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> Pinnacle Construction Company, Inc. 160 Lorum Street Tewksbury MA 01876	<b>E-MAIL ADDRESS:</b> cindy.carey@marshmma.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Citizens Insurance Company of America	
	<b>INSURER B:</b> Allmerica Financial Benefit Insurance	
	<b>INSURER C:</b> Hanover Insurance Company	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

## COVERAGES

CERTIFICATE NUMBER: 1857307514

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		ZBND001124	8/2/2019	8/2/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		AWND001148	8/2/2019	8/2/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 50		UHND001126	8/2/2019	8/2/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	8/2/2019	8/2/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Installation Fltr Equipment Floater		IHND49226102	8/2/2019	8/2/2020	Jobsite/ Catastrophe Rented/Leased From Others \$100,000 \$100,000 Per Item

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 46 Main Street. The certificate holder is included as an additional insured as respects the general liability, if required by written contract for work performed by the named insured.

## CERTIFICATE HOLDER

## CANCELLATION

Town of Andover  
36 Bartlett Street  
Andover MA 01810

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

*the law office of*  
**Kathryn M. Morin, LLC**

---

Kathryn M. Morin - MA, NH, ME  
Bethany J. Raffa - MA, NH

June 12, 2019

***VIA HAND DELIVERY***

Board of Selectmen  
Town of Andover  
36 Bartlet Street  
Andover, MA 01810

Re: 125 Bailey Road Preservation Restriction

Dear Board Members:

I represent AJM Construction, LLC, the current owner of the captioned property. The historical structures at 125 Bailey Road are the subject of a Dimensional Special Permit – Historic Preservation issued in January and modified in May. The Special Permit requires the premises be subjected to a Preservation Restriction. The Preservation Restriction must be approved by the Massachusetts Historical Commission, the Andover Preservation Commission, and this Board prior to being recorded with the Registry of Deeds.

The Massachusetts Historical Commission has approved the Preservation Restriction for signature; after all other signatories have signed the document, it will be returned to the Massachusetts Historical Commission for signature and then recorded at the Registry of Deeds.

Enclosed are six copies of the following listed documents:

1. Preservation Restriction, which contains as exhibits, both the original and modified ZBA special permit decisions; and
2. Massachusetts Historical Commission pre-signing letter of approval.

The Andover Preservation Commission voted last night, June 11, 2019, to approve this document. Please add to your agenda for Monday, June 17, 2019, consideration of your approval and acceptance of the Preservation Restriction pursuant to MGL c. 184 § 32, and execution of the signature page by the Board members. I will happily notarize the signatures at the meeting, which will allow me to take the original document with me and

---

68 Main Street, Andover, MA 01810  
Phone: 978.809.3178 • Fax: 978.809.3179  
kathryn@kathrynmorinlaw.com

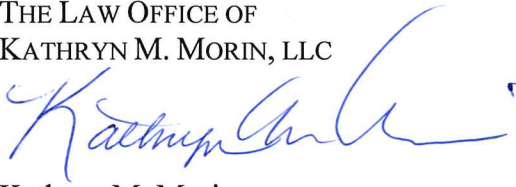
Board of Selectmen  
Town of Andover  
June 11, 2019  
Page 2

submit it to the Massachusetts Historical Commission the following day for final sign-off and subsequent recording.

Please let me know if you have any questions or need further copies of the Preservation Restriction or supporting documents.

Very truly yours,

THE LAW OFFICE OF  
KATHRYN M. MORIN, LLC

A handwritten signature in blue ink, appearing to read 'Kathryn Morin', is written over the printed name.

Kathryn M. Morin  
KMM/i

cc: AJM Construction, LLC



**The Commonwealth of Massachusetts**  
William Francis Galvin, Secretary of the Commonwealth  
Massachusetts Historical Commission

June 7, 2019

Kathryn M. Morin, Esq.  
Law Office  
68 Main St  
Andover MA 01810

RE: Preservation Restriction Agreement, 125 Bailey Rd (aka Samuel and Sally Bailey House), Andover MA (MHC #ANV.605)

Dear Ms. Morin:

Staff of the Massachusetts Historical Commission (MHC) have reviewed the final draft preservation restriction agreement and supporting documentation for the above-referenced property, received May 30, 2019 with your email communication. The following comments are provided under the MHC's approval authority for preservation restrictions under M.G.L. Chapter 184, Section 32.

The MHC is prepared to approve the preservation restriction agreement for the Samuel and Sally Bailey House, 125 Bailey Rd, Andover, MA. Once the agreement has been executed by all parties, the complete original agreement (or multiple originals if created) with all exhibits may be forwarded to MHC for signature approval. Before sending to MHC please review to assure that all notary signature verifications have been fully and correctly completed, with the notary positively identifying the form of identification used to verify the identity of the signatory. Notary errors are common, and the MHC will not approve restrictions with any irregularities in the signature verifications. Once approved, MHC will return to you for recording at the Registry of Deeds. Once recorded we ask that you return to MHC a Registry facsimile copy of the complete agreement, showing book-and-page and date-received stamps, for our files.

Please don't hesitate to contact me with any questions regarding the comments included in this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Steinitz", written over a horizontal line.

Michael Steinitz  
Deputy State Historic Preservation Officer  
Director, Preservation Planning Division  
Massachusetts Historical Commission

Xc: Karen Herman, Andover Historic Preservation Commission

(Space Above this Line Reserved for Registry of Deeds)

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## PRESERVATION RESTRICTION AGREEMENT

The parties to this Agreement are the Town of Andover, by and through the Andover Preservation Commission located at 36 Bartlett Street, Andover, Massachusetts, hereinafter referred to as the Grantee, and AJM Construction, LLC, a Massachusetts limited liability company having an address of 100 Frasier Lane, Tewksbury, MA 01876, hereinafter referred to as the Grantor.

WHEREAS, the Grantor is the owner in fee simple of certain real property with improvements thereon known as the Samuel and Sally Bailey House located at 125 Bailey Road in Andover, Massachusetts, which is described on **Exhibit A** and hereinafter referred to as the "Parent Parcel." The portion of the Parent Parcel containing the Samuel and Sally Bailey House depicted as Lot 1A on the Plan entitled "**Project: 125 Bailey Road, Map 229 Lot 6B, Andover, MA 01810**" Applicant: AJM Construction, Owners: AJM Construction, Date: January 30, 2019, Prepared by: Civil Design Consultants, Inc., recorded at the Essex North District Registry of Deeds as Plan No. 17943, ("Plan") is hereinafter referred to as the "Premises." A copy of the Plan is attached as **Exhibit B**. For Grantor's title see Deed recorded at the Essex North District Registry of Deeds at Book 15515, Page 71;

WHEREAS, the Grantor wishes to impose certain restrictions, obligations and duties upon it as the owner of the Premises and on the successors to its right, title and interest therein, with respect to maintenance, protection, and preservation of the existing Samuel and Sally Bailey House (the "House") located on the Premises in order to protect the architectural, archaeological and historical integrity thereof;

WHEREAS, the Grantee is a government body organized under the laws of the Commonwealth of Massachusetts and is authorized to accept these preservation restrictions under the Act;

WHEREAS, the Andover Zoning Board of Appeals ("ZBA") has issued Decision No. Z-18-105 & Z-18-131, dated December 7, 2018, recorded at Book 15746, Page 179, as affected by Modification of Decision No. Z-18-105 & Z-18-131, dated May 2, 2019, recorded at Book 15861, Page 54;

WHEREAS, the House and Premises are included in the Inventory of Historic and Archaeological Assets of the Commonwealth, are historically significant for their architecture, associations and/or archaeology, and qualify for the protections of a perpetual Preservation Restriction Agreement under M.G.L. Chapter 184, §§ 31, 32, and 33; and

WHEREAS, the preservation of the Premises with the House is important to the public for the enjoyment and appreciation of its architectural, archaeological and historical heritage and will serve the public interest in a manner consistent with the purposes of M.G.L. Chapter 184, §§ 31, 32 and 33, hereinafter referred to as the Act.

NOW, THEREFORE, for good and valuable consideration, the Grantor conveys to the Grantee the following preservation restrictions which shall apply in perpetuity to the Premises and the House. These preservation restrictions are set forth so as to ensure the preservation of those characteristics which contribute to the architectural, archaeological and historical integrity of the Premises which have been listed on the Andover Historic Building Survey (a copy of the inventory form is attached hereto as **Exhibit C**).

Characteristics which contribute to the architectural, archaeological and historical integrity of the House include, but are not limited to, the artifacts, features, materials, appearance, and workmanship of the House, including those characteristics which originally qualified the House for listing in the Andover Historic Building Survey. The terms of the Preservation Restriction are as follows:

1. MAINTENANCE OF PREMISES: After the completion of the work authorized by the ZBA pursuant to Decision No. No. Z-18-105 & Z-18-131 as affected

by Modification of Decision No. No. Z-18-105 & Z-18-131 (recorded with the Registry of Deed in recorded at Book 15746, Page 179 and Book 15861, Page 54, respectively, and which are attached to this Agreement as **Exhibit D** and are hereby incorporated by reference), including subdividing the Parent Parcel into four parcels, one of which (Lot 1A a/k/a the Premises) contains the House, in substantial conformity with the Plan that is on file with the ZBA (referred to herein as the "Plan"); the Grantor and its successors and assigns shall be responsible for the continued maintenance, repair and administration of the exterior of the House and Premises so as to preserve the characteristics which contribute to the architectural, archaeological and historical integrity of the House and Premises in a manner satisfactory to the Grantee according to the Secretary of the Interior's "*Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings*" (36 C.F.R. 67 and 68), as these may be amended from time to time (hereinafter "the *Secretary's Standards*")." The Grantor may seek financial assistance from any source available to it. The Grantee does not assume any obligation for maintaining, repairing or administering the Premises. It is highly desirable, though not a requirement of this Agreement, that the current aluminum and vinyl synthetic siding of the exterior of the House be removed, and that the extant, underlying wood cladding be restored and/or replaced with historically appropriate wood materials.

2. INSPECTIONS: The Grantor agrees that the Grantee may inspect the Premises from time to time upon reasonable notice to determine whether the Grantor is in compliance with the terms of this Agreement.

3. INSURANCE. Grantor shall keep the Premises insured by an insurance company rated "A" or better by Best's for the full replacement value against loss from perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. The Grantor shall deliver to the Grantee, within ten (10) business days of the Grantee's written request thereof, certificates of such insurance coverage. Provided, however, that whenever the Premises is encumbered with a mortgage or deed of trust, nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.



4. ALTERATIONS: The Grantor agrees that no exterior alterations, changes or additions shall be made to the House and Premises beyond those shown on the Plan and those previously agreed to by the Andover Preservation Commission , unless such alterations, changes or addition (a) is approved as a minor modification by the Andover Preservation Commission; (b) is authorized by the Andover ZBA Decision No. Z-18-105 & Z-18-131, as modified; (c) is clearly of minor nature and not affecting the characteristics which contribute to the architectural, archaeological or historical integrity of the House, or (d) the Grantee has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by the Grantor, (in its review the Grantee will apply the *Secretary's Standards* to all proposed work), or (e) required by casualty or other emergency promptly reported to the Grantee. Ordinary maintenance and repair of the House may be made without the written permission of the Grantee. For purposes of this section, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair shall be governed by the terms of the Restriction Guidelines relating to exterior of the structure, which are attached to this Agreement as **Exhibit E** and hereby incorporated by reference, provided, however that all work authorized by the ZBA pursuant to Decision No. Z-18-105 & Z-18-131, as modified and the Plan approved by the ZBA in connection therewith shall be allowed. Notwithstanding anything to the contrary contained herein, Grantor shall have the right to make any renovations, alterations and/or changes to the interior of the House that do not alter the exterior appearance or materials of the House or affect the structural integrity of the House and to conduct minor routine landscaping activities on the Premises as defined by Restriction Guidelines without obtaining any consent or approval from the Grantee.

4.1 REVIEW OF GRANTOR'S REQUESTS FOR APPROVAL: Grantor shall submit to the Grantee for the Grantee's approval of activities proposed relative to the terms set out in Section 4 two copies of information (including plans, specifications, and designs where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to the Grantee a timetable for the proposed activity sufficient to permit the Grantee to monitor such activity. Within forty-five (45) days of the Grantee's receipt of any plan of written request for approval hereunder, Grantee shall certify in writing that (a) it approves the plan or request, or (b) it

disapproves the plan or request as submitted, in which case the Grantee shall provide Grantor with written suggestions for modification or a written explanation for the Grantee's disapproval. Any failure by the Grantee to act within forty-five (45) days of the receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by the Grantee of the plan or request as submitted and to permit Grantee to undertake the proposed activity in accordance with the plan or request submitted, so long as the request sets forth the provisions of this Section relating to deemed approval after the passage of time, provided nothing herein shall be construed to permit Grantor to undertake any of the activities prohibited hereunder.

4.2 STANDARDS FOR REVIEW: In exercising any authority created by this Preservation Restriction Agreement to inspect the Premises, to review any construction, alteration, repair, or maintenance, or to review casualty damage or to reconstruct or approve reconstruction of the House or additions thereto following casualty damage, the Grantee shall apply the Secretary's Standards.

4.3 ALTERATION, ADDITION, AND MODIFICATION IN THE EVENT OF DAMAGE: In the event of damage to the historic structure, by natural causes or otherwise, such that the historic structure cannot be repaired, the Grantor will notify Grantee within fourteen (14) days of such damage and may perform temporary reconstruction, so as to prevent further damage. Subject to the conditions and requirements of Sections 4, 4.1, 4.2, 4.4 and 4.5 of this Preservation Restriction, Grantor may rebuild on the lot, provided that the new dwelling does not contain more than the same interior floor area as the historic structure, as it exists prior to the work authorized by ZBA Decision Z-18-105 & Z-18-131, as modified, and meets one of the following, (i) the new dwelling is placed in the existing footprint; or (ii) the new dwelling is built in conformity with the zoning side, front and rear setbacks in effect at the time of rebuilding.

4.4 CASUALTY DAMAGE OR DESTRUCTION: In the event that the House or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify Grantee in writing within fourteen (14) days of the damage or destruction, such notification shall include what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the

House and to protect public safety, shall be undertaken by Grantor without Grantee's prior written approval of the work. Within thirty (30) days of the date of damage or destruction, a report shall be prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the Grantee, which report shall include the following: (i) an assessment of the nature and extent of the damage; (ii) a determination of the feasibility of the restoration of the House and/or reconstruction of damaged or destroyed portions of the House; and (iii) a report of such restoration/reconstruction work necessary to return the House to the condition existing at the date hereof.

4.5 REVIEW AFTER CASUALTY DAMAGE OR DESTRUCTION. If, after reviewing the report provided in Section 4.4 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims, Grantor and Grantee agree that the Purpose of the Preservation Restriction Agreement will be served by such restoration/reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the House in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report provided in Section 4.4 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims, Grantor and Grantee agree that restoration/reconstruction of the House is impractical or impossible, or agree that the Purpose of the Preservation Restriction would not be served by such restoration/reconstruction, Grantor, may with the prior written consent of the Grantee, demolish, remove or raze the House or construct new improvements on the Premises subject to the requirements of Section 4.1 and 4.2 of this Preservation Restriction Agreement and all in accordance with applicable laws and regulations. If after reviewing the report provided in Section 4.4 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims, Grantor and Grantee are unable to agree that the purpose of the Preservation Restriction Agreement will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect.

5. PROHIBITED ACTIVITIES: The following acts or uses are expressly forbidden on, over, or under the Premises, except as otherwise conditioned herein:

a. after completion of the work permitted under ZBA Decision Z-18-105 & Z-18-131, as modified and subdividing the Parent Parcel into four parcels and a roadway, the House shall not be demolished, removed or razed except as provided in section 4, 4.1, 4.2 and 4.3, above;

b. no new structures, including, but not limited to, satellite receiving dishes (small rooftop dishes excluded), camping accommodations or mobile homes, shall be erected or placed on the Premises hereafter except for temporary structures required for the maintenance or rehabilitation of the Premises, such as construction trailers;

c. the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Premises;

d. the Premises shall not be divided or subdivided in law or in fact and the Premises shall not be devised or conveyed except as not more than two residential condominium units; and,

e. no above ground utility transmission lines, except those reasonably necessary to serve the House on the Premises, may be created on the Premises, subject to utility easements already recorded.

6. INDEMNIFICATION; TAXES; LIENS

6.1 Indemnification: Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, Grantee, its agent, directors and employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures (including reasonable attorney's fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person; physical damage to the Premises; the presence or release in, on, or about the Premises, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, pollution, or contaminating substance; or other injury or other damage occurring on or about the Premises, unless such injury or damage is caused by Grantee or any agent, trustee, employee, or contractor of Grantee. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this section, the amount of such indemnity,

until discharged, shall constitute a lien on the Premises with the same effect and priority as a mechanic's lien. Provided, however, that nothing contained herein shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with the promissory note secured by the Premises.

6.2. TAXES: Grantor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Premises unless Grantor timely objects to the amount or validity of the assessment or charge and diligently prosecutes an appeal thereof, in which case the obligation to pay such charges shall be suspended for the period permitted by law for prosecuting such appeal and any applicable grace period following completion of such action. Grantee is hereby authorized but in no event required or expected, to make or advance upon three (3) days prior written notice to Grantor in the place of Grantor, any payment relating to taxes, assessments, water rates, sewer rentals and other governmental or municipality charge, fine, imposition, or lien procured from the appropriate public office without inquiry into the accuracy of such bill, statement or assessment or into the validity of such tax, assessment, sale or forfeiture. Such payment if made by Grantee shall constitute a lien on the Premises with the same effect and priority as a mechanic's lien. Provided, however, that nothing contained herein shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Premises.

6.3 LIENS: Any lien on the Premises created pursuant to any paragraph of this Restriction may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien. Provided, however, that no lien created pursuant to this Restriction shall jeopardize the priority of any recorded lien of mortgage or deed of trust give in connection with a promissory note secured by the Premises.

7. GRANTEE'S REMEDIES: Grantee may, following reasonable written notice to Grantor, institute suit(s) to enjoin any violation of the terms of this Restriction by ex parte, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Premises and Buildings to the condition and appearance required under this Restriction. Grantee shall also have

available all legal and other equitable remedies to enforce Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including all reasonable Court costs, and attorneys', architectural, engineering, and/or expert witness fees.

Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

8. Notice from Government Authorities: Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Premises received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

9. Notice of Proposed Sale: Grantor shall promptly notify Grantee in writing of any proposed sale of the Premises. Grantor shall provide new owners with a copy of this restriction and provide the opportunity for Grantee to explain the terms of the Restriction to potential new owners prior to sale closing.

10. VALIDITY AND SEVERABILITY: The invalidity of M.G.L. Chapter 184 or any part thereof shall not affect the validity and enforceability of this Agreement according to its terms. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

11. RECORDING: The Grantor agrees to record this Agreement with the appropriate Registry of Deeds and to file a copy of such recorded instrument with the Grantee.

12. RESTRICTIONS SHALL RUN WITH THE LAND: The burden of these restrictions shall run with the land and shall be binding on all future owners of the interest therein. The right of enforcement shall be as provided for in the Act.

Anything contained herein to the contrary notwithstanding, an owner of the Premises, shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Premises by reason of a bona fide transfer. The restrictions, stipulations, and covenants contained herein shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Premises or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Premises.

13. INTERPRETATION: The following provisions shall govern the effectiveness, interpretation, and duration of this Agreement.

a. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of Premises shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to affect its Purpose and the transfer of rights and the restrictions on use herein contained.

b. This instrument is executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the counterpart retained by Grantee shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the agreement of the parties.

c. This instrument is made pursuant to the Act, but the invalidity of such statute or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement either in existence now or at any time subsequent hereto.

d. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

14. RECORDING AND EFFECTIVE DATE. The terms of this Agreement shall not take full force or effect until approved and signed by the Massachusetts Historical Commission, Andover Preservation Commission, and the Andover Board of Selectmen and recorded with the proper Registry of Deeds.

15. EXTINGUISHMENT: Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Premises may make impossible the continued use of the Premises for the purpose of this Preservation Restriction Agreement and necessitate extinguishment of the Preservation Restriction Agreement, provided, however, that no such extinguishment shall prevent the Grantor from rebuilding the dwelling in accordance with Section 4 hereof. Such a condition may include, but is not limited to, partial or total destruction of the House resulting from casualty. Such an extinguishment must meet all the requirements of the Act and the laws of the Commonwealth for extinguishment, including approvals following public hearings by the Town of Andover and by the Massachusetts Historical Commission to determine that such extinguishment is in the public interest.

16. BASELINE DOCUMENTATION: A comprehensive set of sixteen (16) high resolution photographic documentation images taken October, 2018, depicting in detail the entire exterior appearance of the House is incorporated herein and attached hereto as Exhibit F. Additional archival quality print and digital electronic format copies of these images shall be filed with and maintained by the Town of Andover and the Andover Preservation Commission at Town of Andover municipal office, together with a numbered list of photographs indicating photographic view and date taken, said photographic documentation, to be used in the administration and enforcement of the Purpose and terms of this Preservation Restriction Agreement. Following the completion of work on the Premises authorized by ZBA Decision No. Z-18-105 & Z-18-131, as modified, Grantor shall promptly file a new comprehensive set of baseline photographic images in the aforesaid formats with the parties noted above. An additional copy of the revised baseline documentation shall be filed with the Massachusetts Historical Commission.



17. ARCHAEOLOGICAL ACTIVITIES. The conduct of archaeological activities on the Premises, including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by the Grantor and approved in writing by the Grantee and the State Archaeologist of the Massachusetts Historical Commission (M.G.L. c.9, Sec. 27C, 950 C.M.R. 70.00).

End of Text  
Signature Pages Follow

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 11  
day of June, 2019.

AJM Construction, LLC  
GRANTOR




By: Arnold Martel  
Its: Manager and Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this 11 day of JUNE, 2019, before me, the undersigned notary public, personally appeared Arnold Martel, the Manager and Authorized Signatory of AJM Construction, LLC, who proved to me through satisfactory evidence of identification, which was ☒ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public:  
My Commission Expires: 4/12/2024

APPROVAL AND ACCEPTANCE BY THE ANDOVER BOARD OF SELECTMEN

The undersigned hereby certifies that the foregoing preservation restrictions have been approved and accepted pursuant to Massachusetts General Laws, Chapter 184, Section 32, on \_\_\_\_\_, 2019.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ANDOVER BOARD OF SELECTMEN

By \_\_\_\_\_  
Laura M. Gregory

By \_\_\_\_\_  
Ann W. Gilbert

By \_\_\_\_\_  
Daniel A. Koh

By \_\_\_\_\_  
Christian C. Huntress

By \_\_\_\_\_  
Alexander J. Vispoli

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Laura M. Gregory, Chair of the Andover Board of Selectmen, who proved to me through satisfactory evidence of identification, , which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Ann W. Gilbert, Vice Chair of the Andover Board of Selectmen, who proved to me through satisfactory evidence of identification, , which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Daniel A. Koh, Clerk/Secretary of the Andover Board of Selectmen, who proved to me through satisfactory evidence of identification, , which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Christian C. Huntress, board member of the Andover Board of Selectmen, who proved to me through satisfactory evidence of identification, , which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Alexander J. Vispoli, board member of the Andover Board of Selectmen, who proved to me through satisfactory evidence of identification, , which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:

My Commission Expires:

ACCEPTANCE BY THE ANDOVER PRESERVATION COMMISSION

The undersigned hereby certifies that the foregoing preservation restrictions have been approved and accepted pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ANDOVER PRESERVATION  
COMMISSION

By \_\_\_\_\_  
Karen Herman, Chair

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared, Karen Herman, Chair, as an Authorized Signatory of the Andover Preservation Commission proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:  
My Commission Expires:

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

The undersigned hereby certifies that the foregoing preservation restrictions have been approved pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

MASSACHUSETTS HISTORICAL  
COMMISSION

By \_\_\_\_\_  
Brona Simon  
Executive Director and Clerk  
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

County: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared, Brona Simon, Executive Director and Clerk of the Massachusetts Historical Commission, proved to me through satisfactory evidence of identification, , which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:  
My Commission Expires:

Exhibit A

Parent Parcel Legal Description  
125 Bailey Road, Andover, Essex County, Massachusetts

The land with the dwelling and barn thereon, situated on the Northerly side of Bailey Road, Andover, Essex County, Massachusetts, near the Tewksbury Town Line, being shown as Lot numbered three (3) on a plan of land entitled "Plan of a Portion of Land located in Andover, Mass., owned by Chandler Bailey Estate, dated December 1965, Charles E. Cyr, C.E.," which plan is recorded with the Essex County North District Registry of Deeds as Plan No. 5436.

Said parcel contains 5.03 acres, more or less, and is substantially bounded as follows:

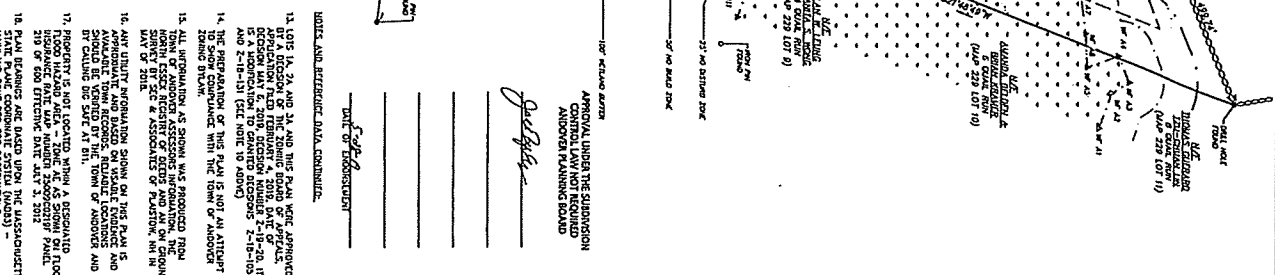
Southerly	by Bailey Road, three hundred thirty-nine and 14/100 feet;
Easterly	by lot numbered four (4) as shown on said plan, two hundred forty-four and 45/100 feet;
Southerly	again by lot numbered four (4) and lot numbered five (5) as shown on said plan, three hundred feet;
Southeasterly	by land retained now or formerly by Ruth K. Bailey, three hundred seventy-one and 34/100 feet;
Northerly	by the Franciscan Monastery of St. Claire, by land of Potvin and by land of the DeCarolus Realty Trust, eight hundred fifty-eight and 98/100 feet; and
Westerly	by lots numbered (1) and (2) as shown on said plan, three hundred forty-four and 52/100 feet.

Being the same premises described in deed to AJM Construction, LLC recorded with the Essex North District Registry of Deeds at Book 15515, Page 71.



## Exhibit B

### Plan



LOCATION	113 PARKWAY (BAY 219 / LOT 60)
ZONE A	SE - SMALL RESIDENT C
USE	RESIDENT
ADDITIONAL REMARKS	APPROX. 100' X 100' LOT SE SIDE SHORELINE 11-12-50'S 11-12-50'S 100-17'
APPROXIMATE LOT AREA	10,000-SQ
APPROXIMATE FRONT SETBACK	20-37'
APPROXIMATE SIDE SETBACK	20-37'
APPROXIMATE REAR SETBACK	20-37'
APPROXIMATE LOT WIDTH	20-11-14-17'
APPROXIMATE BUILDING HEIGHT	20-5-17'
DOES THIS PROPERTY ADJACENT TO, OR CROSS, A CITY STREET?	YES, 30, 32 & THE ROW
APPROXIMATE LOT	206-83-57' 4-82 ACRES
APPROXIMATE LOT	21,218-57' 4-78 ACRES
APPROXIMATE LOT	18,849-57' 4-78 ACRES
APPROXIMATE LOT	21,323-57' 4-72 ACRES
APPROXIMATE LOT	18,900-57' 3-57 ACRES

1. THIS LAND USE TITLE REFLECTS THE LAND ACRES AFTER THE LAND SWAP WITH JOHN A. TOWNSE AS SHOWN ON THE PLOTTED RECORDED PLANS.
2. FROM OFFSET TO EXISTING DWELLING IS LESS THAN REQUIRED BY CURRENT ZONING AND IS TO REMAIN THE EXISTING NON CONFORMING.
3. LOT 1 AND THE EXISTING DWELLING, 121 DAWLEY ROAD WAS ACCEPTED BY THE TOWN OF ANDOVER HISTORICAL COMMISSION AS A HISTORICAL RESIDENCE.

NOTES AND REFERENCE DATA:

1. LOCATION: 175 BAILY ROAD,

2. DIED: (MAR 229 LOT 60)  
NORTHBRUN ESSEX RECORDS  
OF DEEDS  
BX 15515 PC 871 (J125)

4. USE: SINGL FAMILY RESIDENTIAL

5. OWNERS: AAM CONSTRUCTION, LLC  
(123 BALDY ROAD)  
100 FRASIER LANE  
TIMOTHY, VA 01076

6. **LAND SURVEYOR:** SEC & ASSOCIATES  
PLUSTON, NH  
TEL: (603) 582-5065

7. **WETLANDS:** HORSE ENHANCING/ITAL

B. THIS PLAN WAS PREPARED TO SHOW A LOT LINE ADJUSTMENT BETWEEN LOT 1 (HISTORICAL LOT) AND LOTS 2 AND 3 (OWNED BY A44 CONSTRUCTION, LLC).

STANLEY, INC.  
92 LIDDLESDIX ROAD  
THYNSBORO, MA 01579

HOW SHOWN AS LOTS 1A, 2A & 3A, LOT 4, PARCELS D AND THE RIGHT OF WAY, AREAS OF THE RIGHT OF WAY, HISTORICAL LOT AND LOT 4, RETURN THE SAME. AREAS OF LOTS 2 & 3 CHANGE SLIGHTLY. FRONTAGES FOR ALL LOTS AND THE ROW ARE TO REMAIN THE SAME AS SHOWN ON THE ORIGINAL PLANS.

9. LOT 1A AS SHOWN ON THIS PLAN WAS FORMERLY SHOWN AS LOT 1 ON AN APPROVAL NOT RECORDED (A/R-1) PLAN AS RECORDED ON JANUARY 30, 2019 IN THE NORTH ESSEX RECISTRY OF DEEDS AS PLAN NUMBER 17694. LOTS 1A, 2A, 3A, 4, PARCEL D & THE ROW AS SHOWN ON THIS PLAN WERE ALSO

THE ROW AND SURROUNDING AREAS 753 7 DOB WENT ACROSS  
PHELOUSIA SHOWN AS LOTS 1, 2, 3, 4, PARCEL 6  
THE ROW ON APPROVED SITE DEVELOPMENT PLANS,  
121 & 125 DAILY ROAD REMISED DATED NOVEMBER  
2, 2018 AND MORE SPECIFICALLY SUBMISSION PLAN  
- SHEET C-3, SHEET 1 OF 1 REMISED DATED  
SEPTEMBER 25, 2018 AND RECORDED ON JANUARY

10. THE HISTORICAL LOT - LOT 1 WAS BASED ON A 30, 2019 IN THE NORTH ESSEX RECISTRY OF DEEDS AS PLAN NUMBER 17693. LOT 4 THE RIGHT OF WAY AND PARCEL D AS SHOWN IS TO REMAIN UNCHANGED AS SHOWN ON THE ORIGINAL ABOVE MENTIONED PLANS.

PRIOR DECISION OF THE ZONING BOARD OF APPEALS AND/OR, VASSARHUSSETT - DECISION NUMBERS 2-10-103 & 2-18-131 APPLICATION FILED AUGUST 9, 2018 - DATE OF DECISION DECEMBER 7, 2018. ALSO RECORDED ON JANUARY 30, 2019 IN THE NORTH ESSEX REGISTRY OF DEEDS IN BOOK 15746 PAGE 178.

11. THIS LAND WAS PREVIOUSLY APPROVED BY SPECIAL PERMIT, DECISION OF THE ANDOVER PLANNING BOARD SPECIAL PERMIT GRANTING AUTHORITY AS RECORDED JANUARY 20, 2019 IN BOOK 15746 PAGE 2000.

RECORDED JANUARY 30, 2019 IN BOOK 15746 PAGE 200.

FOR RECEIPT USE ONLY

IN ACCORDANCE WITH THE RULES AND  
REGULATIONS FOR RECORDING ADOPTED  
BY THE REGISTRARS OF DEEDS IN 1978  
ON JANUARY 12, 1980.

W.A. C. 5-17-2001

DATE

[illegible]

DATE	
LOCATION	
<p>CLIENT:</p> <p><b>AIM CONSTRUCTION</b></p> <p>123 LANCASTER DRIVE          TEMESBURY, MA 01876</p>	
<p>PROJECT:</p> <p><b>AIM CONSTRUCTION</b></p>	

123 LANCASTER DRIVE  
TEHMSBUR, MA 01876

125 BAILEY ROAD  
MA 229 LOT 6B  
ANDOVER, MA 01810

JANUARY 20, 2019

REPORT #	184208
ISSUED BY	WANDA WIGGLES

5-17-2019

PROFESSIONAL LAND SURVEYOR FOR CIVIL  
MEDICAL CONSULTANTS, INC.

*Wm. C. ...*

**CIVIL DESIGN**  
Consultants, Inc.

20 Shaw Street  
Beverly Hills, CA 91604

14 0775 044000  
TEL 310 207 1100  
FAX 310 207 1100

ANR-2

Exhibit C

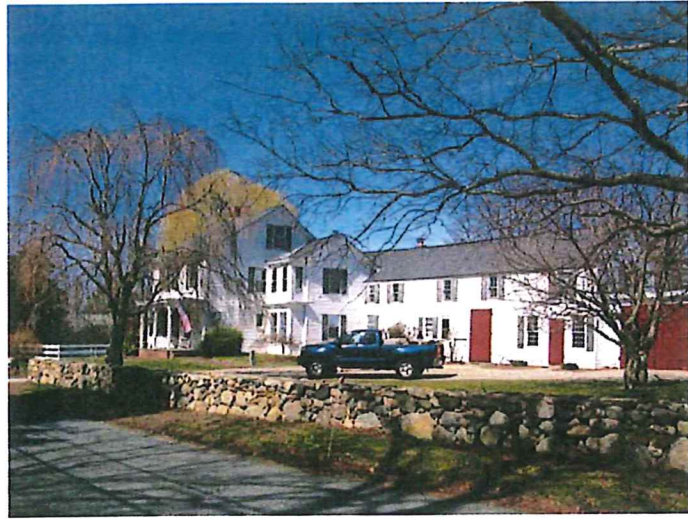
Andover Historic Building Survey – Inventory Form

[See Attached]

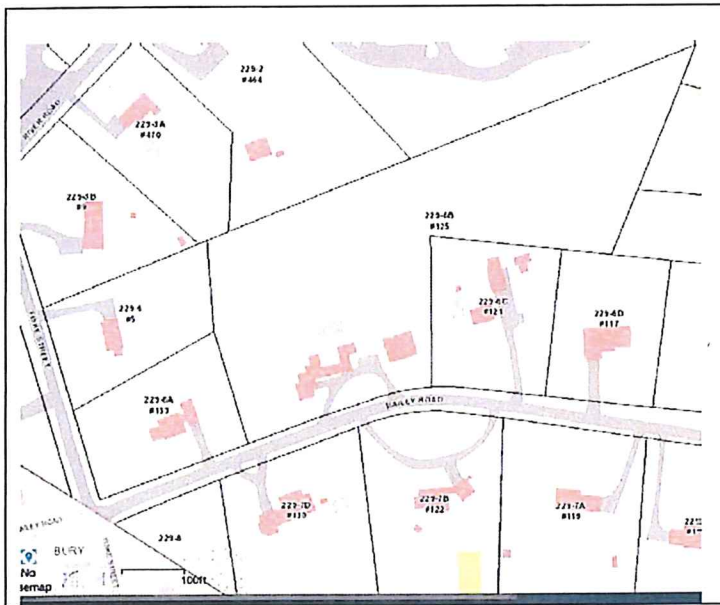
## FORM B – BUILDING

MASSACHUSETTS HISTORICAL COMMISSION  
MASSACHUSETTS ARCHIVES BUILDING  
220 MORRISSEY BOULEVARD  
BOSTON, MASSACHUSETTS 02125

### Photograph



### Locus Map



**Recorded by:** Frontiero, Batchelder, Greene, Herman

**Organization:** Andover Preservation Commission

**Date (month / year):** 2/25/1980, 1/12/2015, 9/25/2018

Assessor's Number    USGS Quad    Area(s)    Form Number

229-6B

### Town/City:

**Place:** (*neighborhood or village*): Bailey District-West  
Parish-West Andover

**Address:** 125 Bailey Road

**Historic Name:** Samuel & Sally Bailey House

**Uses:** Present: Residential

Original: Residential farmhouse

**Date of Construction:** circa 1790

**Source:** ECRDS, ENRDL, sytl-njs

**Style/Form:** Georgian Half House

**Architect/Builder:** unknown

### Exterior Material:

Foundation: stone/granite

Wall/Trim: vinyl siding, wood clapboard, cedar shingles

Roof: asphalt

### Outbuildings/Secondary Structures:

Small attached barn and sheds

### Major Alterations (*with dates*):

Bay window, entry porch 1880-1900

**Condition:** excellent

**Moved:** no ☐X yes ☐ **Date:**

**Acreage:** 5.03 acres

**Setting:** residential

## INVENTORY FORM B CONTINUATION SHEET

TOWN

ADDRESS

MASSACHUSETTS HISTORICAL COMMISSION

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

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☐ Recommended for listing in the National Register of Historic Places.*If checked, you must attach a completed National Register Criteria Statement form.*

Use as much space as necessary to complete the following entries, allowing text to flow onto additional continuation sheets.

**ARCHITECTURAL DESCRIPTION:**

*Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.*

*Note: Due to extensive cosmetic (surface) alteration by previous owners, including many surfaces where possible original and/or historic fabric may be present but has been encapsulated or covered up (vinyl siding, wall to wall carpet, new interior trim elements, etc.), it will only be through the removal of said coverings that a determination of the historic significance of the material underneath can be made. By means of example, historic siding, window/door trim, corner boards, interior trim, historic floors may be deemed worthy of retention once their presence is known.*

**Main Block (and attached gable-roofed ell to the east)**

These two connected structures may have been built concurrently at the time of original construction. As they represent the oldest section(s) of the house at 125 Bailey Road they are given their own heading here. In describing the various facades of this structure, other additions are mentioned as well.

The **eighteenth-century main block** of the house at 125 Bailey Road is a double pile, three bay, two-story structure with a gable roof. Though it is uncertain if the adjoining single pile, one bay, two-story, gable-roofed ell to the east was a part of the original construction, the visible framing suggests that was the case. There are no original chimneys present, though of the three present the oldest appears to be the corbelled brick chimney projecting through the northern pitch of the roof of the main block. The foundation of the main block is dressed granite and probably original. The roof structure is of the major rafter-minor purlin type, and the house frame follows scribe rule conventions consistent with a structure built before the 1830s. The roof material is three tab gray asphalt shingles.

The primary façade of the main block (the one facing south) is asymmetrical. The primary door is to the right side with a bay window to the left from the primary front room. Additionally, there is a hip-roofed entry porch that extends over the front door and 1/3 of the bay window. Both the bay window and the entry porch are late nineteenth-century Queen Ann style additions. The second floor of this façade has a single window to the right (over the door), and a pair of windows to the left from the second floor primary front room. All windows on this façade are vinyl replacement 12/12 double hung sash with black plastic shutters. The door is unoriginal as well. The porch and bay window, while not part of original construction of the main block have historic significance in their own right and thus they should be retained, including all trim. Additionally, the eave, boxed-in wooden gutters, and associated trim should be retained.

The southern façade of the adjoining ell consists of a small rectangular 'bump out' of the adjoining gable-roofed ell. This rectangular portion was probably built in two stages, originally only being a single story in height (as evidenced by trim at second floor level). The first floor is two 6/6 vinyl replacement sash, and the second floor is two 1/2 sash, also unoriginal. The exterior trim on this façade should also be retained as it tells the story of the evolution of the farmhouse.

The western elevation of the main block is two windows per floor, with a smaller window centered on the gable in the attic space. The two windows to the right (those that open from the front first and second floor rooms) are 12/12 double hung, and the rest of the windows are 6/6. All of the windows except the attic window (which is wood and unoriginal) are vinyl replacements with plastic shutters. The symmetrical placement of the window apertures on this side is standard for houses of this form and style, and their number, size and placement should be retained. The eave, soffit, rake boards, and gable returns are all historically significant and should be retained.

Adjoining the northern side of the main block is a single-story shed-roofed addition. The west side of this addition has a single 6/6 double hung sash like those previously described.

When viewed from the north, this single-story shed-roofed addition obscures the eastern half of the first floor of the main block, but there are three apertures in the main block that remain. There is a single 6/6 window on the first floor at the extreme western end, and two second floor 6/6 windows at either end of the main block. There is also a 6/6 window in the northern façade of the single-story addition. All windows are vinyl replacements like the rest described, though these do not have accompanying plastic shutters.

The eastern elevation of the main block consists of both the main block and the attached gable-roofed ell that may or may not be part of original construction. Starting with the main block itself, there are two small windows at the first floor level (one from the first stair landing and one from small closet) which are single-pane. There is a single 6/6 window at the second floor level that is close to centered under the gable peak. This window now is directly against the second floor rectangular 'bump out' of the attached ell, further supporting that the bump out was a later addition added in two stages. There is a 6/6 window at the attic level centered on the gable matching that in the west façade. All windows are vinyl replacements except the attic that is a later wooden window. There are matching gable returns on the main block and the cornice trim, soffit detail and rake boards on both the main block and the adjoining gable ell match as well and should also be retained.

*Continuation sheet 1*

**INVENTORY FORM B CONTINUATION SHEET**

TOWN

ADDRESS

MASSACHUSETTS HISTORICAL COMMISSION

Area(s) Form No.

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

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**Other connected buildings**

There is an **elongated gable-roofed ell** extending from the northeast corner of the main block. Like the main block, it is oriented with its eaves to the south. It is clad in vinyl, and all windows are vinyl replacement double-hung sash, some with the same black plastic shutters as are on the main house. It is likely that this elongated ell is nineteenth century in origin, though until there is visibility into the underlying structure this is difficult to ascertain. This elongated ell will be described first.

From the south, the facade of this ell is entirely asymmetrical, with four 6/6 windows on the first floor and three entries. Two of the entries are standard door sizes and the third is a larger board and batten door. On the second floor are five 4/4 double-hung sash, unevenly spaced to match interior room layout. Trim, where visible, is a simple flat stock trim.

To the rear (north) of this ell, the western side contains a 'bump out' where the roof was extended down to first floor level, and a shed-roofed dormer was added to said roof extension. Additionally, there is a three-season porch structure extending northward from this extension, which is all floor-to-ceiling single-pane glass with sliding glass doors. The window in the dormer is a 1/1 replacement window. There is also a single flue corbelled brick chimney projecting through the roof extension to the right of the dormer. As the ell extends eastward from these additions, there is a single 1/1 window at first-floor level. There are two windows at the second-floor level. The first is up against the roof extension and is a 6/6 double-hung sash. The other one to the east is a 4/4 similar to those on the southern facade of the ell. There is a third corbelled brick chimney extending through the northern pitch of the ell roof on the eastern side. Trim, where visible is flat stock.

The first floor of the east side of the elongated adjoining ell is obscured by a single story passageway to the small attached barn. The second floor level has a single 4/4 window, also a vinyl replacement like most of the others with black plastic shutters.

Moving eastward from the elongated ell, there is a single-story **flat-roofed connecting passageway** that is a later/recent addition to connect the rest of the house to the small barn. Unlike the rest of the structure described so far, it is not clad in vinyl siding, but in wood clapboards. Its southern side is a pair of swinging shed board and batten doors. Its visible western facade contains one fixed-pane 15 light window. Its eastern side contains three fixed-pane 12 light windows. This passageway structure is clad in cedar shingles.

There is a **small gable-roofed barn** that comprises the terminating eastern end of the connected building complex that started with the main block to the west. Like the single-story passageway structure, it is clad in cedar shingles. The trim is simple flat stock and the roof is three tab asphalt shingles. The southern side of the barn has a board and batten door to the right with a fixed-pane 6 light window directly to the west of it. There is another fixed-pane window at ground level up against the single-story passageway that is 12 lights (but the panes are oriented vertically rather than horizontally). At the second floor level is a single fixed-pane 12 light window.

The western gable end of this small barn is dominated by a large board and batten access door centered at the second floor level. At the first floor level there is a small board and batten door to the right with a fixed-pane 6 light window to its left (centered under large second floor access door). There is a small square attic vent up high under the gable.

The northern side of the small barn contains only two board and batten doors at ground level.

The eastern gable end of the small barn contains a pair of large hinged barn doors, and a similar small vent up under the gable as seen in the western gable end.

**Features of Historic Significance**

As stated in the note at the beginning of this architectural description, the task of identifying historically significant features of this house and its associated ells and outbuildings is complicated by the fact that much of the original house has been covered up by remodeled interiors, wall-to-wall carpeting, and other changes to the house of an aesthetic nature. For example, the entirety of the second floor of the elongated connecting ell has been remodeled into a secondary apartment. In the main block, there is good reason to believe that there are historically significant floors under the carpeting, and original trim (or shadows of original trim) under more recently added trim elements. Items such as these need to be evaluated when the coverings are removed to determine whether they are significant enough and salvageable enough to be worthy of preserving.

With that being said, there are both visible elements and elements that may be presumed to exist that can be noted as worth retaining.

Elements pertaining to the structure (including the adjoining gable-roofed ell which may be original), including framing members.

Historic cladding, including exterior sheathing and siding.

Historical interior wall and ceiling surfaces such as plaster.

Historically significant floors, including attic floor which appears to be original.

Historically significant trim (exterior/interior), including main stairway balusters, newel, railing, and chair rails/wainscoting.

Spatial organization of rooms and hallways in main block.

Historic location of windows, doors and other apertures.

Location and style of historic chimney(s).

Other features worth preserving include interior doors, historical fixtures (electrical/bath/other), historically significant "curios," elements such as the trap door to root cellar in kitchen, trap door in north side of roof of main block and accompanying ladder.

# INVENTORY FORM B CONTINUATION SHEET

TOWN

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MASSACHUSETTS HISTORICAL COMMISSION

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

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## HISTORICAL NARRATIVE

*Discuss the history of the building. Explain its associations with local (or state) history. Include uses of the building, and the role(s) the owners/occupants played within the community.*

Present owner: AJM Construction

Themes: Architectural, community development.

Very good example of architectural evolution of a farmhouse. Small, compact scale with sympathetic Victorian additions. Much of original setting still intact. Early farmhouse in neighborhood of mid - 20th century development.

Samuel Bailey born Nov. 14, 1728 in Bradford, MA, married Hannah Kitteridge b. 1734 and had five children: Dorothy b. 1756, James b. 1757, Hannah b. 1760, Levi b. 1766 and Samuel Bailey b. Aug. 1, 1768. Samuel Bailey fought and died at the Battle of Bunker Hill on June 17, 1775 and is buried at Bunker Hill Cemetery in Charlestown, MA. His widow Hannah died on Oct. 30, 1780.

Their son Samuel married Sally Trull of Tewksbury on Feb. 13, 1794. Samuel & Sally would have eleven children: Samuel 2<sup>n</sup> b. Mar. 14, 1795 in Andover, Sally b. Nov. 28, 1796, Phineas b. June 24, 1800, Esther b. Jun. 3, 1802, Arethusa b. May 21, 1803, Roderick b. Jan. 1, 1805, Omar b. Sept. 4, 1806, Eliza b. Apr. 10, 1808, Clarinda b. Sept. 15, 1810, John Trull b. July 12, 1812, Alvah Wyman b. Mar. 1, 1815.

It appears that Samuel & Sally Bailey first purchased 5 acres of land in the Bailey Rd. area on Mar. 18, 1790 from Moses Stickney Jr. on Mar. 18, 1790. Samuel acquired five more parcels, including pasture and woodland lots. A 26 acre lot on the road from James Hardy's land, with buildings was purchased from William Bailey, wife Rebecca, on Apr. 14, 1804. These deeds were recorded in May 1812. Samuel was a yeoman, or farmer and took a mortgage of \$3000 from the Ministerial Fund of South Parish on June 1, 1812. The property contained his homestead lot and 86 acres of land. \$1000 was due the following June. The mat. was discharged on May 15, 1831 for \$132.94. Samuel had died intestate on July 8, 1831 and is interred in the Tewksbury Cemetery. His widow Sally, administered his estate through probate court. Her son Samuel 2<sup>nd</sup> purchased a 5 acre parcel known as the "Granny Bailey lot" at auction on Nov. 26, 1831 for \$61.31, a portion of a larger parcel that was set off for Sally as her dower.

Samuel, the oldest child, would continue working the farm. Samuel married on Dec. 6, 1823 in Tewksbury to Prudence Farmer b. Jan. 15, 1797. They had four children: Samuel Gilman b. June 7, 1827, Charles Kimball b. June 9, 1830, John Brown b. Nov. 15, 1832 and Abbie Orilla b. Dec. 1, 1837. The 1850 Andover Valuation Schedule lists Samuel 2<sup>nd</sup> farm; House \$350, barn & shed \$150 83 acres adjoining build & pasturing \$3155., Farm Stock \$292.

Prudence Bailey died on Aug. 27, 1866 and Samuel died Sept. 9, 1872. Both are also interred at Tewksbury Cemetery. Son Samuel Gilman Bailey, once a shoemaker, then farmer, ran the very successful Shady Side Grove on Haggetts Pond, later named Bailey's Grove. He lived at 381 Lowell St.

The Bailey farm went to brother John Brown Bailey b. Nov. 15, 1832. John married on Dec. 10, 1857 to Harriet R. Smith b. Oct. 1839. John B. & Harriet had two sons: Frank Ellsworth b. May 18, 1862 and George Samuel b. April 7, 1868 in Andover. Sadly George died of Diphtheria at age 8 year on Dec. 19, 1876. Frank E. would later inherit the farm he worked with his father. John B. Bailey died in Sept. 1911.

Frank E. Bailey married in 1906 to Bertha Amanda Chandler b. June 30, 1861. Both John B. and son Frank were truck farmers, growing produce for the city markets. Frank & Bertha had one son Chandler Bailey born Oct. 9, 1906. Chandler would continue the family business. Frank E. died on Jan. 2, 1941. His estate was inherited by his wife Bertha. Bertha would quit claim deed to their son Chandler in July 1948. Bertha died in 1952 at age 91 of pneumonia, contracted after cataract surgery.

Chandler Bailey married in 1930 to Ruth Miller Baxter b. June 15, 1910. They had three daughters, Shirley, Marilyn and Phyllis and a son Chandler Bailey Jr.. Chandler Sr. died on Nov. 2, 1964 and his wife and children inherited the property. Daughters Shirley Young, wife of Allen, Marilyn R. Gordon, wife of Edgar W. and Phyllis Toomey, wife of John P. Jr. quit claim to their mother Ruth who later sells the Bailey farm to Stig G. & Irene L. H. Larson on March 10, 1966. Larson owned for nine years then selling to James & Kristin (Witman) Clarke on Jan. 7, 1975. The Clarke family continues as owners of record in 2016 now 41 years.

## BIBLIOGRAPHY and/or REFERENCES

Continuation sheet 3



# INVENTORY FORM B CONTINUATION SHEET

TOWN

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MASSACHUSETTS HISTORICAL COMMISSION

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

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Essex County Registry Deeds, Salem, MA  
Essex Northern Registry Deeds, Lawrence, MA  
Map plan #5436 - Dec. 1965 - Chandler Bailey estate  
Ancestry.com - Bailey family

## Owners:

William Bailey -

Samuel Bailey, wife Sally - Apr. 14, 1804 b. 197 leaf. 12 -rec. 5/9/1812 - 26 acres

Samuel Bailey estate, wife Sally Admin. - Oct. 18, 1831 - Probate rec. 1/29/1834

Sally Bailey - Oct. 18, 1831 - Probate

Samuel Bailey 2nd, wife Prudence - Jan. 29, 1834 - b. 274 leaf 275 - 5 acre Granny Bailey lot

Samuel Bailey estate, heir Frank E. - Sept. 9, 1872 -

Frank E. & Bertha A. Bailey -

Frank E. Bailey estate, Bertha Bailey heir - Jan. 2, 1941 - Probate #198946

Chandler & Ruth M. Bailey - July 2, 1948 - b. 712 p. 407

Chandler Bailey estate, Ruth M., Shirley Young, Marilyn Gordon, Phyllis Toomey - Nov. 2, 1964 - Probate

Ruth M. Bailey - Dec. 4, 1964 - b. 1048 p. 400

Stig G. & Irene L. H. Larson - Mar. 10, 1966 - b. 1055 p. 434

James F. & Kristin W. Clarke - Jan. 7, 1975 - b. 1254 p. 375

Kristin W. Clarke - June 25, 1976 - b. 1285 p. 85

Clarke Realty Trust, Aug. 28, 1998 - b. 5163 p. 8

## Related deeds:

Ebenezer Burt to Samuel Bailey - Feb. 26, 1807 - b. 180 leaf 73 - 13 acres

Moses Stickney Jr. to Samuel Bailey - Mar. 18, 1790 b. 197 p. 11 - 5 acres Rec. 5/9/1812

Stearns Needham to Samuel Bailey - Mar. 1, 1809 - b. 197 p. 12 - Rec. 5/9/1812

Jesse Trull to Samuel Bailey - Mar. 1, 1809 - b. 197 p. 12 - Rec. 5/9/1812 - 25 a 56 poles

William Bailey to Samuel Bailey - Apr. 14, 1804 - b. 197 p. 12 - Rec. 5/9/1812 - 26 acres with blds.

Dorcus Bailey to Samuel Bailey - Nov. 21, 1803 - b. 197 p. 12 - Rec. 5/9/1812 - 12 a woodland "Pitts lot"

John Ingalls to Samuel Bailey - Apr. 21, 1823 - b. 274 leaf 275 - Rec. 1/29/1834 - 5 acre on Bailey Rd.

Kristin W. Clarke - June 25, 1976 - b. 1285 p. 85

Clarke Realty Trust, Aug. 28, 1998 - b. 5163 p. 8



Continuation sheet 4



Exhibit D

Decision No. Z-18-105 & Z-18-131 as Modified  
of the Zoning Board of Appeals, Andover, Massachusetts

[See Attached]



BK 15746 Pg 179 #2127  
01-30-2019 @ 10:38a  
Essex North Registry

**DECISION OF THE  
ZONING BOARD OF APPEALS  
ANDOVER, MASSACHUSETTS**

(Space above reserved for Registry of Deeds)  
(Space below reserved for Town Clerk)

**Decision Number:** Z-18-105 & Z-18-131

**Date Application Filed:** August 9, 2018

**Applicant:** AJM Construction, LLC  
100 Frasier Lane  
Tewksbury, MA 01876

**Premises Affected:** Land and buildings at 125 Bailey Road and 121 Bailey Road  
Located in Zoning District SRC  
Town Assessor's Map 229, Lot 6B and 6C  
Essex North Registry of Deeds Book 15515, Page 71, and  
Deeds Book 13833, Page 194

**Owner of Record:** AJM Construction, LLC  
100 Frasier Lane  
Tewksbury, MA 01876

**Relief Requested:** Special Permit under Article VIII, §7.9, Variance from Article VII, §7.9.4.4 and 7.9.4.7

**Public Notice:** Notice published in the Andover Townsman on August 23, August 30, October 18,  
and October 25, 2018 and notice sent by mail, postage prepaid, to all interested  
parties pursuant to the provisions of Massachusetts General Laws.

**Public Hearing(s) held:** September 6, 2018, continued on October 4, 2018 and November 1, 2018

**Decision of the Board:** Special Permit under Article VIII, §7.9 GRANTED; Variance under Article VII  
§7.9.4.4 and §7.9.4.7 GRANTED

**Members participating:** Oltman, McDonough, Rechisky, Casper, Faulk

**Date of Decision:** December 7, 2018

RECEIVED  
TOWN CLERK'S OFFICE  
TOWN OF ANDOVER, MASS.  
2018 DEC -7 P 12:18

## **I. FACTS PRESENTED AT THE PUBLIC HEARING**

A public hearing was held in Conference Room A, 3<sup>rd</sup> Floor, Town Offices, 36 Bartlet Street, Andover, MA on Thursday, September 6, 2018 on the petition of AJM Construction, LLC for a Special Permit under Article VIII, §7.9 to subdivide the Parent Lot located at 125 Bailey Road, creating a Host Lot with an existing historic house and three new lots as well as a subdivision roadway. Present were: Elizabeth Oltman, Chair; Carol C. McDonough, Clerk; Lisa Rechisky, Daniel Casper, and Kathy Faulk, Members; Brian Corrigan, Ellen Keller and Michael Novaria, Associate Members.

Attorney Kathryn Morin appeared before the Board on behalf of the Applicant. Also present were Arnold Martel, a principal of Applicant, and Jim Hanley from Civil Design Consultants, Inc., the project engineer. The Applicant is requesting a Dimensional Special Permit for Historic Preservation pursuant to §7.9 of the Zoning By-law. The Parent Parcel is a 4.85 acre parcel located at 125 Bailey Road in the SRC district, which Applicant proposes to divide into four lots. The Host Lot will contain the existing historic Samuel and Sally Bailey House, and is designated as Lot 1 on the Subdivision Plan dated June 4, 2018. A new road will be constructed on the remainder of the Parent Parcel, which will be subdivided into three New Lots on which new homes will be constructed and are shown as Lots 2, 3 and 4 on the Subdivision Plan.

The Applicant proposes to maintain the historic Samuel and Sally Bailey House in its current location on the Host Lot. This historic house was built between 1730 and 1780 and is listed on the Andover Historic Building Survey. The main section of the home and the right (easterly) wing attached to the main house will be preserved. Applicant proposes to demolish the newer barn located on the east side of Lot 1 near the intersection of Bailey Road and the new subdivision road to be constructed. It also plans to remove the small garage-type structure attached at the east end of the house wing, the old barn north and east of the house wing and the enclosed three season porch on the north side of the house wing. The Andover Preservation Commission has approved this demolition.

After the proposed subdivision the Host Lot will contain 24,830 square feet of lot area, more than one-half of the specified minimum lot area for the SRC district (43,560 square feet). The frontage on Bailey Road will be 218.5 feet. The existing nonconforming 27.3 foot front setback of the historic house will be maintained, and side yard setbacks of at least 20 feet and a rear yard setback of at least 30 feet will be provided. The New Lots will meet all the dimensional requirements applicable in an SRC district and the homes constructed on them will be designed to maintain the existing character of the neighborhood. The new subdivision road will be a private way and a homeowners association will be formed. There are no wetland areas on the Host Lot, and the only wetland area on the Parent Parcel is located in the northeast corner, on proposed Lot 4. Municipal water services will be provided and each lot has successfully passed a percolation test so each house will have an on-site septic system.

The Samuel and Sally Bailey House is not currently protected by a preservation restriction and Applicant argues that the requested modification of dimensional requirements and issuance of this special permit are necessary to protect the existing home and the streetscape from changes to the home or demolition. Applicant argues the proposed demolition is limited to structures or additions that are not historically significant or are the minimum necessary to preserve the house. The demolition and the work to be done to preserve the remainder of the home will preserve, to the maximum extent feasible, the historic and architectural features of the home, and illustrate how the progression of changes over time are an important part of the building's history. If issuance of the special permit is approved, the Applicant will execute and record a Preservation Restriction in the form required in §7.9.6.8.

125 Bailey Road  
Decision No. Z-18-105 & Z-18-131

In response to questions from the Board, Attorney Morin noted that the Host Lot will be shown on an Approval Not Required (ANR) plan certified by the Planning Board pursuant to §7.9.6.5, but the roadway and three New Lots will require subdivision approval from the Planning Board, which will consider the issue of the cul-de-sac, utilities, and other engineering issues. Because of the presence of wetlands on Lot 4, the project and particularly issues of drainage and stormwater discharge will also be subject to review by the Andover Conservation Commission and the Massachusetts Department of Environmental Protection (DEP).

Priscilla Titus and Rosemary Titus, 5 Fiske Street, raised questions about drainage from the project, noting that they and some of their neighbors (including the Clark family, the former owners of 125 Bailey Road) have had problems with water on their lots. Mr. Hanley explained that the process before the Conservation Commission and DEP will include an extensive stormwater discharge review, and that the Applicant must insure that the project does not increase drainage from the site. The site will be designed so that it will drain into the retention pond on Lot 4, and so that the volume of discharge into the retention pond will match the drainage into the wetlands. He also noted that the rear of the new homes on Lots 2 and 3 will be located about 200 feet from the Titus' Fiske Street property line, and that there will be a high point on the lots about 50 feet from that boundary, so that runoff from these new lots will be largely directed toward the new roadway. The Tituses noted that a fence constructed by the prior owners of the site encroaches onto their property and Mr. Hanley confirmed that it will be removed.

Joe Ponti, 10 Marion Avenue, asked for clarification concerning the size of the lots and whether the grant of the dimensional special permit would set a precedent for approving half-size lots.

Karen Herman, Chair of the Andover Preservation Commission, stated that the Commission fully supports this proposal, and had spoken with the Clark family at length before they sold the property to the Applicant. The Clarks did extensive work on the home over many years and are concerned that the house be properly preserved. The Commission is of the opinion that this project embodies a perfect application of the historic preservation by-law. The Commission evaluated every part of the historically significant Samuel and Sally Bailey House, which may date back to the 1730's or 1740's, and is convinced that it is important to preserve the main portions of the structure. The Commission has approved the removal of the barn near the roadway, which was constructed by Mr. Clark in the 1980's, and of the rear three season porch, which is not historically significant. While the small building attached to the right wing of the house might be used elsewhere, the Commission has approved its removal as well. The Commission will require that it have the right to approve the design of the new homes to be constructed, to review and approve the preservation restriction, and to review and approve any work to be done on the historic house.

Barbara Bunn, who is not a resident of Andover but is a direct descendant of Samuel Bailey, spoke on behalf of herself and her brother, John Young, 121 Bailey Road. She emphasized that it is very important to them and to their family that the Samuel and Sally Bailey House be preserved and well-cared for.

No one else appeared before the Board to speak either for or against the petition. The Board voted unanimously to waive a viewing of the premises and to close the public hearing. The Board then proceeded to deliberate the matter. In deliberation, the sense of the Board was to approve the requested special permit with appropriate findings and conditions. The Board voted unanimously to continue its deliberation to its regular meeting to be held on October 4, 2018 for the purpose of reviewing and voting on the final decision, findings and conditions.

During the writing of the final decision, Board members noted that the specific standards under By-law Section 7.9.4.4 are not met by the subject application. Section 7.8.4.4 indicates that "Any Host Lot or New Lot created

125 Bailey Road  
Decision No. Z-18-105 & Z-18-131

under this by-law shall have its required frontage on a public way as measured at the street line.” The new subdivision road upon which the proposed New Lots will have frontage was stated to be a private way in testimony. Upon conferring with Town Counsel, Attorney Morin was requested to attend the October 4, 2018 meeting to discuss the discrepancy.

A continued public hearing was held in Conference Room A, 3<sup>rd</sup> Floor, Town Offices, 36 Bartlet Street, Andover, MA on Thursday, October 4, 2018. Present were: Elizabeth Oltman, Chair; Carol C. McDonough, Clerk; Lisa Rechisky, Daniel Casper and Kathy Faulk, Members; and Denise Bordonaro, Brian Corrigan, Ellen Keller and Michael Novaria, Associate Members. The public meeting for Z-18-105 was reopened by unanimous vote of the Board to discuss the frontage standard.

Attorney Kathryn Morin appeared for the Applicant. The Applicant is requesting the creation of a New Lot subdivided from the Host Lot under By-law Section 7.9, both with frontage on Bailey Road, a public way. The New Lot would then be submitted to the Planning Board with an ANR plan to create three lots from the one New Lot. The New Lot will not have sufficient frontage along Bailey Road to meet the frontage requirements of the SRC District. A frontage of 180 feet is required, and approximately 120 feet will be provided. The frontage of the Host Lot will be over 100 feet, meeting the requirements of By-law Section 7.9.4.3.c.1. The Board recommended that the Applicant submit a second application to request relief in the form of a variance from By-law Section 7.9.4.4 and Section 7.9.4.7. Attorney Morin agreed to do so. The Board then voted unanimously to continue the public hearing for Z-18-105 to the next public meeting on November 1, 2018.

A public hearing was held in Conference Room A, 3<sup>rd</sup> Floor, Town Offices, 36 Bartlet Street, Andover, MA on Thursday, November 1, 2018 on the petition of AJM Construction, LLC for a Variance from Article VIII, §7.9.4.4 and 7.9.4.7 to create a lot with less than the minimum required frontage (Z-18-131). Also held was the continued public hearing for Z-18-105. Present were: Elizabeth Oltman, Chair; Carol C. McDonough, Clerk; Lisa Rechisky, Daniel Casper, and Kathy Faulk, Members; Brian Corrigan, Ellen Keller and Michael Novaria, Associate Members.

Attorney Kathryn Morin appeared for the Applicant. The Applicant proposes to subdivide the Parent Parcel to provide a Host Lot containing the existing historic Samuel and Sally Bailey House, and is designated as Lot 1 on the Approval Not Required (ANR) Plan dated October 10, 2018 (superseded by the ANR Plan revision dated November 9, 2018) and the Subdivision Plan Revision dated September 25, 2018. A New Lot is proposed to be created with insufficient frontage on the public way of Bailey Road. This New Lot will be further subdivided into three lots via a Subdivision Plan submission to the Planning Board. The relief necessary from the Zoning Board includes the request for a Dimensional Special Permit for Historic Preservation and the variance request for the creation of a New Lot with insufficient frontage on a public way.

Attorney Morin stated that the shape and topography of the lot and the location of the historic Samuel and Sally Bailey House on the lot creates a unique condition that is not generally experienced within the SRC District. The purpose of the variance is to allow the approval of the Dimensional Special Permit for Historic Preservation and preserving a historic structure. The ANR Plan proposes to create a New Lot with approximately 119 feet of frontage on Bailey Way, where 180 feet of frontage are required. All previous conditions as discussed for the Historic Preservation Special Permit under Z-18-105 remain as agreed upon.

Attorney Morin stated that a land swap between 121 Bailey Road and 125 Bailey Road is being negotiated and is shown on the ANR Plan dated October 10, 2018. This land swap does not impact the frontage along Bailey Road.

125 Bailey Road  
Decision No. Z-18-105 & Z-18-131

Attorney Morin requested that Application Z-18-105 and Z-18-131 be merged for the purposes of writing one decision. The Board agreed that this would be appropriate.

No one else appeared before the Board to speak either for or against the petition. The Board voted unanimously to waive a viewing of the premises and to close the public hearing. The Board then proceeded to deliberate the matter. In deliberation, the sense of the Board was to approve the requested special permit and variances with appropriate findings and conditions. The Board voted unanimously to continue its deliberation to its regular meeting to be held on December 6, 2018 for the purpose of reviewing and voting on the final decision, findings and conditions.

In addition to the written application, the following documents and materials were received by the Board and considered at the public hearing:

- Plan entitled "Subdivision Plan" prepared by Civil Design Consultants, Inc. and dated June 4, 2018
- Quitclaim Deed for transfer of 125 Bailey Road to AJM Construction, LLC, dated June 13, 2018 and recorded at Essex North Registry of Deeds at Book 15515, Page 71
- Unofficial Property Record Card Andover, MA for 125 Bailey Road
- Letter from Karen Herman, Chair of the Andover Preservation Commission, to the Zoning Board of Appeals, dated July 25, 2018, including associated historical information and photograph of the Samuel and Sally Bailey House
- Draft of proposed Preservation Restriction Agreement
- Record of IDR held on September 4, 2018 with respect to 125 Bailey Road
- Plan entitled "Approval Not Required Plan" prepared by Civil Design Consultants, Inc. and dated October 10, 2018
- Plan entitled "Subdivision Plan" prepared by Civil Design Consultants, Inc. and revision dated September 25, 2018
- Plan entitled "Approval Not Required Plan" prepared by Civil Design Consultants, Inc. and dated November 9, 2018
- Letter from Karen Herman, Chair of the Andover Preservation Commission, to the Zoning Board of Appeals, dated October 30, 2018,

The Board deliberated and voted to approve the following findings and decision at a public meeting held in Conference Room A, 3<sup>rd</sup> Floor, Town Offices, 36 Bartlet Street, Andover, MA on Thursday, December 6, 2018. Present and voting were: Elizabeth Oltman, Chair; Kathy Faulk, Acting Clerk; Daniel Casper, Member; Ellen Keller and Michael Novaria, Associate Members.

## **II. FINDINGS AND DECISION OF THE BOARD**

The purpose of By-law Section 7.9 is to encourage the preservation of buildings, structures, sites and settings of historic significance, by allowing such buildings or features to remain in place, or be moved to another location rather than be demolished or otherwise compromised.

The Samuel and Sally Bailey House currently located at 125 Bailey Road meets the definition of a historic structure by virtue of being listed on Andover's Historic Building Survey, as certified by the Andover Preservation Commission, and as required by §7.9.2.1 of the By-law.

Section 7.9.4 of the By-law sets forth specific standards and regulations that shall be applied to a Dimensional Special Permit for Historic Preservation. The Board has reviewed the Application and finds as follows:

1. The Parent Parcel is located in the SRC district. (§7.9.4.1)
2. After the proposed subdivision the Host Lot (Lot 1) will include 24,830 square feet of contiguous upland lot area, which exceeds one-half of the 43,560 square foot minimum lot area for the SRC district. (§7.9.4.2.c)
3. The Host Lot will meet all other dimensional requirements for a Dimensional Special Permit for a property within the SRC district. It will provide 218.5 feet of lot frontage, where 100 feet is required. The existing 27.3 foot front setback of the Samuel and Sally Bailey House does not conform to the specified front yard depth of 35 feet, but the current nonconforming setback of 27.3 feet will be maintained, as required. The house will provide a side yard setback of at least 20 feet and a rear yard setback of at least 30 feet as required. (§7.9.4.3.c)
4. The Host Lot and New Lot have their required frontage on a public way. (§7.9.4.4)
5. The Host Lot is not located in the SRA or SRB Zoning Districts, so §7.9.4.5 does not apply.
6. The Host Lot and New Lot are to be served by municipal water, and because municipal sanitary sewer service is not available, each lot will contain an on-site sanitary sewage disposal system. (§7.9.4.6)
7. As shown on the Subdivision Plan, the New Lot will meet all the dimensional requirements applicable in an SRC District, with the exception of the lot frontage, where a variance has been requested. (§7.9.4.7)
8. The Parent Parcel will not be divided to create more than one Host Lot, so §7.9.4.8 does not apply.
9. The Host Lot is not a vacant existing non-conforming lot, so §7.9.4.9 does not apply
10. No historic structure will be placed on the Host Lot, so §7.9.4.10 does not apply.
11. The design of any new structures to be placed on the New Lot shall be reviewed and approved by the Andover Preservation Commission in accordance with Condition 12 below. (§7.9.4.11)

Section 7.9.5 of the By-law sets forth specific findings that shall be applied to a Dimensional Special Permit for Historic Preservation. The Board finds that retaining the existing structure at 125 Bailey Road is a priority in this application, as this portion of Bailey Road represents a valid historic setting and context for the structure. The Board finds as follows:

1. The modification of the dimensional requirements is necessary to protect and maintain the historic Samuel and Sally Bailey House and to protect the existing house and the streetscape from changes or demolition. The existing house is a significant historic structure as certified by the Andover Preservation Commission, and obtaining a historic preservation restriction on the house will be beneficial in preserving the historic structure.
2. The proposed work on the existing home is necessary to maintain the historical and architectural features of the structure and will be under the authority of the Andover Preservation Commission. The proposed demolition is limited to structures or additions that are not historically significant or are the minimum necessary to preserve the house. The demolition and the work to be done to preserve the remainder of the home will preserve, to the maximum extent feasible, the historic and architectural features of the home, and illustrate the progression of changes over time which are an important part of the building's history.
3. The requested modification of dimensional requirements and issuance of this special permit are

- necessary to protect the existing home and the streetscape from changes or demolition.
4. The report of the interdepartmental review team meeting held on September 4, 2018 on this Application was presented to and considered by this Board.
  5. The Andover Preservation Commission supports this Application in its Letters dated July 25, 2018 and October 30, 2018 and its recommended conditions are incorporated in this decision.

Based on the forgoing arguments and findings, and the evidence presented at the public hearing, the Board concludes that the application for a dimensional special permit for historic preservation meets the standards and regulations set forth in the Zoning By-law, and therefore the project is eligible for a Dimensional Special Permit for Historic Preservation. The Board finds that providing a historic preservation deed restriction is beneficial in preserving the existing historic structure. Further, the Board finds that the proposed demolition and work to be done preserves, to the maximum extent feasible, the historical and architectural features and character of the Samuel and Sally Bailey House. Finally, pursuant to §9.4.2 of the By-law, the Board finds that the overall proposal will not be unreasonably detrimental to the established or future character of the neighborhood and Town and that such is in harmony with the general purpose and intent of the By-law. It will serve the community by preserving the historic Samuel and Sally Bailey House, and the new homes will be in keeping with the character of the neighborhood. The utilities provided meet the requirements of §7.9 and will be adequate for the homes. Coupled with the review by the Planning Board with respect to the creation of the new roadway and by the Conservation Commission, there will be no adverse impacts on the natural environment or on traffic flow or safety.

With respect to Variances, Section 9.2.2.2 of the Andover Zoning By-law grants the Board of Appeals the power: "To hear and decide appeals or petitions for variances from the terms of this by-law, including variances for uses, with respect to particular land or structures, owing to circumstances relating to the soil conditions, shape or topography of such land or structures and especially affecting such land or structures but not affecting generally the zoning district in which it is located, where a literal enforcement of the provisions of the ordinance or by-law would involve substantial hardship, financial or otherwise, to the petitioner or appellant, and where desirable relief may be granted without substantial detriment to the public good and without nullifying or substantially derogating from the intent or purpose of such ordinance or by-law, all as set forth in G.L. c. 40A, s. 10."

The Board determined that the shape and topography of the Parent Lot, combined with the limitations imposed by the historic house location, create a statutory hardship and that such conditions don't generally affect the zoning district in which it is located. Due to these conditions, the Board finds that a literal enforcement of the Zoning By-law will result in a substantial hardship to the Applicant.

The Bailey Road neighborhood is comprised of single family homes. The three lots proposed to be subdivided from the New Lot along a new private roadway will meet all setback requirements of the SRC District and will not infringe upon its neighbors' properties. Furthermore, as demonstrated above, issuance of the variances is necessary to preserve a significant historic structure. The Board therefore finds that relief may be granted without substantial detriment to the public good and without substantially derogating from the intent and purpose of the Zoning By-law.

The Board votes unanimously (5-0) to grant the Special Permit for Historic Preservation under Article VIII, §7.9, and grant the variances from Article VIII, §7.9.4.4 and 7.9.4.7 subject to the following conditions:



1. The subdivision of the land shall be done in conformity with the plan submitted with the application entitled "Subdivision Plan" prepared by Civil Design Consultants, Inc. and dated September 25, 2018, with such changes to the roadway as may be required by the Planning Board, provided that any such changes do not cause any of proposed project, the Host Lot or the New Lot to further fail to conform to the requirements of §7.9.
2. All demolition work to be performed on the Samuel and Sally Bailey House as described in this Decision shall be done in accordance with the requirements of this Decision and subject to the approval of the Andover Preservation Commission, and any further demolition, repair, restoration or other work to be performed on the Samuel and Sally Bailey House shall be done in accordance with the requirements of and subject to the approval of the Andover Preservation Commission, all so as to ensure the preservation and integrity of the structure and to prevent deterioration due to neglect or disuse, intentional or otherwise. The existing house shall be secured and maintained in a good state of repair until such time as restoration work is commenced.
3. The rights granted by this Special Permit shall be deemed to be exercised only upon the successful completion of the demolition, repair and restoration work on the Samuel and Sally Bailey House in accordance with this Decision.
4. If the demolition, repair and restoration work on the Samuel and Sally Bailey House is not successfully completed in accordance with this Decision as described in Condition #2, this Special Permit shall be null and void and the Host Lot at 125 Bailey Road shall not be considered a buildable lot under the Zoning By-law and the creation of New Lots 2, 3 and 4 shall not be deemed to be approved.
5. In the event of a fire, explosion or other catastrophic event which results in damage to the Samuel and Sally Bailey House on the Host Lot at 125 Bailey Road such that the historic structure cannot be repaired, then following the approval and recording of the Historic Preservation Restriction as provided for in condition #12 below, the owner may rebuild on the Host Lot, provided that the new structure does not contain more than the same interior floor area as the historic structure and meets one of the following requirements:
  - a. The new structure is placed in the same footprint as that occupied by the historic structure; or
  - b. The new structure is built in conformity with the applicable front, side and rear setbacks in effect at the time of rebuilding as set forth in Section 4.1.2 of the Zoning By-law (the "Table of Dimensional Requirements").
  - c. If a new structure is to be built pursuant to either (a) or (b) above, the design of the new structure to be built shall be submitted to the Andover Preservation Commission, which shall review the design of the new structure, including factors relating to building massing, materials, siting, dimensions and setbacks as these factors relate to compatibility with the existing neighborhood. Approval of the design by the Andover Preservation Commission shall be required to the issuance of a building permit for the new structure.
6. Architectural plan modifications for the restored structure shall be submitted to the Andover Preservation Commission for approval, with the detail fully described in terms of products used, dimensions and materials. Specification sheets for materials shall be provided where appropriate or requested by the Preservation Commission. All work shall meet the standards necessary for approval of a preservation restriction by the Massachusetts Historical Commission, as required by the special permit. All renovations, modifications and additions to

- the existing structure shall be approved in writing by the Andover Preservation Commission prior to the issuance of a building permit for the execution of such work.
7. Every effort shall be made to preserve, protect and maintain the historically and architecturally significant interior features of the existing Samuel and Sally Bailey House, to the maximum extent feasible, and any alteration or removal of such features shall be done only under the auspices of, and with the approval of, the Andover Preservation Commission.
  8. After the dimensional special permit for historic preservation has become final, any proposed alterations or changes to the historic structure shall be submitted to the Andover Preservation Commission for its review and approval. If the Preservation Commission determines that the proposed alteration or changes are not minor, the owner shall seek a modification of the special permit from the Board of Appeals.
  9. When this decision of the Board of Appeals on the application for a dimensional special permit for historic preservation has become final and has been recorded at the Registry of Deeds, the plan upon which this decision is based shall be submitted to the Andover Planning Board for certification as an Approval Not Required (ANR) plan pursuant to Chapter 41, Section 81P of the Massachusetts General Laws.
  10. The Approval Not Required (ANR) plan as certified by the Planning Board shall be recorded at the Essex North District Registry of Deeds.
  11. Other than permits required to protect or stabilize the existing Samuel and Sally Bailey House, no building permit for the Samuel and Sally Bailey House or any of the houses on the subdivided New Lot shall be issued until the ANR plan has been recorded at the Essex North District Registry of Deeds.
  12. Within thirty (30) days following the effective date of this decision, the applicant and/or his legal representative shall contact the Massachusetts Historical Commission to begin the application process for the preservation restriction as required by Condition #11 below.
  13. The owner shall record at the Essex North District Registry of Deeds a historic preservation restriction in the form presented to and hereby approved by this Board, with such changes as may be approved by the Andover Preservation Commission. Such restriction shall also be approved and endorsed by the Andover Board of Selectmen and by the Massachusetts Historical Commission in accordance with Chapter 184, Section 32, of the General Laws, and shall at a minimum provide for conditions under which alterations, additions or modifications may be made, and in the event of damage to the Samuel and Sally Bailey House on the Host Lot such that the historic structure cannot be repaired, the owner may rebuild on the lot, provided that the new dwelling does not contain more than the same interior floor area as the historic structure and meets one of the following requirements: (i) the new dwelling is placed in the existing footprint; or (ii) the new dwelling is built in conformity with the zoning side, front and rear setbacks in effect at the time of rebuilding. Any mortgagee shall subordinate its mortgage to this restriction. No Certificate of Occupancy for the Samuel and Sally Bailey House or for any of the houses on the subdivided New Lot shall be issued until the Historic Preservation Restriction has been recorded pursuant to this section.
  14. The design of each of the new structures to be built on the subdivided New Lot shall be submitted to the Andover Preservation Commission, which shall review the design of the new structures, including factors relating to building massing, materials, siting, dimensions and setbacks as these factors relate to compatibility with the existing neighborhood. Approval of the design by the Andover Preservation Commission shall be required to the issuance of a building permit for each new structure. Any proposed changes to the design of any such structure following approval thereof by the Commission shall also be submitted to the


125 Bailey Road  
Decision No. Z-18-105 & Z-18-131

Commission for its review and approval as provided this Condition 13 prior to issuance of a building permit for such structure.

15. No Certificate of Occupancy for the Samuel and Sally Bailey House shall be issued until all of the requirements of Conditions 1 through 14 above have been satisfied. No Certificate of Occupancy for any of the structures to be constructed on the subdivided New Lot shall be issued until all of the requirements of Conditions 1 through 14 above have been satisfied as to all of the Host Lot and New Lot and the requirements of Condition 14 have been satisfied as to the structure on the New Lot for which the Certificate of Occupancy is sought.

Members voting FOR the decision: Oltman, Casper, Faulk, Novaria, Keller

Members voting AGAINST the decision: None

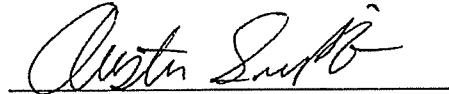
  
Elizabeth M. Oltman, Chair

KAF/EMO/bb

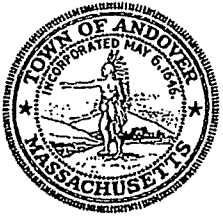
125 Bailey Road  
Decision No. Z-18-105 & Z-18-131

### CERTIFICATION

I, Austin P. Simko, Town Clerk and Chief Strategy Officer of the Town of Andover, Massachusetts do hereby certify that twenty days have elapsed since the above referenced decision of the Board of Appeals, which was filed in the office of the Town Clerk on December 7, 2018 and that no appeal has been filed with the Town Clerk.

A handwritten signature in cursive script, reading "Austin Simko", written over a horizontal line.

Austin P. Simko  
Town Clerk and Chief Strategy Officer  
Andover, Massachusetts



BK 15541 P 54 #11725  
05-29-2019 @ 10:11A  
Essex North Registry

## DECISION OF THE

## ZONING BOARD OF APPEALS

## ANDOVER, MASSACHUSETTS

(Space above reserved for Registry of Deeds)  
(Space below reserved for Town Clerk)

**Decision Number:** Z-19-20

**Date Application Filed:** February 4, 2019

**Applicant:** AJM Construction  
100 Frasier Lane  
Tewksbury, MA 01876

**Premises Affected:** Land & buildings at 125 Bailey Road  
Located in Zoning District SRC  
Town Assessor's Map 229, Lot 6B  
Essex North Registry of Deeds Book 15515, Page 871

**Owner of Record:** AJM Construction  
100 Frasier Lane  
Tewksbury, MA 01876

**Relief Requested:** Modification of Decision Z-18-105 & Z-18-131 (combined decision) to adjust a lot line

**Public Notice:** Notice published in the Andover Townsman on March 21 and 28, 2019, and notice sent by mail, postage prepaid, to all interested parties pursuant to the provisions of Massachusetts General Laws.

**Public Hearing(s) held:** April 4, 2019, continued on May 2, 2019 for the purpose of voting on a decision.

**Decision of the Board:** Modification to Decisions Z-18-105 and Z-18-131 GRANTED.

**Members participating:** Oltman, McDonough, Casper, Faulk, and Rechisky

**Date of Decision:** May 6, 2019

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2019 MAY -6 PM 3:08  
TOWN OF ANDOVER, MASS

## **I. FACTS PRESENTED AT THE PUBLIC HEARING**

A public hearing was held in Conference Room A, 3<sup>rd</sup> Floor, Town Offices, 36 Bartlet Street, Andover, MA on April 4, 2019 on the petition of AJM Construction for a modification of Decision Z-18-105 and Z-18-131, which granted a dimensional special permit for historic preservation under Article VIII §7.9, and variances from the provisions of Article VII, §7.9.4.4 and §7.9.4.7 to approve a subdivision plan where the new lot does not meet with lot frontage requirement. Present were: Elizabeth Oltman, Chair; Carol McDonough Clerk; Dan Casper, Kathy Faulk, and Lisa Rechisky Members.

Jim Hanley, engineer with Civil Design Consultants, Inc., represented the petitioner. The applicants have met with the Conservation Commission and gained approval with one modification to the plan presented to the Zoning Board. There are two minimal changes to lot lines from the plot plan presented during the hearing for the previous decision. The applicant is seeking a modification of Decision Z-18-105 and Z-18-131, which granted a dimensional special permit for historic preservation and approved special permits for allowing the creation of a new lot that does not have the required frontage.

A revised plan, with the changes to the lot lines, dated January 30, 2019 was submitted for approval. A copy of the bylaw, showing section 4.1.3 requirement for the lot to have a width no less than 80% of the required frontage, and highlighted changes to the plot plan, were also provided. This drives the need for the requested changes to the plot plan. Except for the minimal lot line changes, the approval and conditions of the prior decision remains unchanged.

No one else appeared before the Board to speak either for or against the petition. The Board voted unanimously to waive a viewing of the premises and to close the public hearing. The Board then proceeded to deliberate the matter. In deliberation, the sense of the Board was to approve the requested modification with appropriate findings and conditions. The Board voted unanimously to continue its deliberation to a meeting to be held on April 2, 2019 for the purpose of reviewing and voting on the final decision, findings and conditions.

In addition to the written application, the following documents and materials were received by the Board and considered at the public hearing:

- Application dated February 4, 2019, containing a copy of Decision Z-18-105 & Z-18-131 (combined)
- Plot plan entitled "Subdivision Plan," prepared by Warren A. Wagner and dated January 30, 2019
- A copy of section 4.1.3.2.a from the Town of Andover Zoning Bylaw, and an attached highlighted snapshot of the changes made to the lot lines.
- Letter dated March 13, 2019 from Preservation Chair Karen Herman
- Email from Attorney Kathryn Morin dated 2/14/19 requesting to continue the hearing from 3/7/19 to 4/4/19.
- 

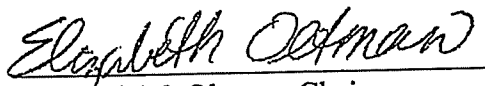
The Board deliberated and voted to approve the following findings and decision at a public meeting held in Conference Room A, 3<sup>rd</sup> Floor, Town Offices, 36 Bartlet Street, Andover, MA on Thursday, May 2, 2019. Present and voting were: Elizabeth Oltman, Chair; Daniel Casper, Acting Clerk; and Kathy A. Faulk and Lisa Rechisky Members; and Ellen Keller, Associate Member.

## II. FINDINGS AND DECISION OF THE BOARD

The Board finds that the proposed change in the plot plan lot lines minor and, is still in keeping with the originally approved special permit and variance in Decision Z-18-105 and Z-18-131. The Board therefore finds that the requested modification may be granted without substantial detriment to the public good and without substantially derogating from the intent and purpose of the Zoning By-law.

Accordingly, the Board reaffirms its findings in Decision Z-18-105 and Z-18-131 and votes unanimously (5-0) to modify the special permit of Article VIII §7.9, and variances from the provisions of Article VII, §7.9.4.4 and §7.9.4.7 by (a) modifying all references to the "Subdivision Plan" in Decision Z-18-105 and Z-18-131 to refer to the "Subdivision Plan" as defined in this Decision. All conditions documented in Decision Z-18-105 and Z-18-131 are still valid.

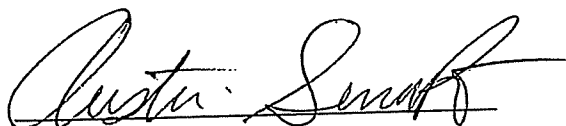
Members voting FOR the decision: Oltman, Casper, Faulk, Rechisky, Keller  
Members voting AGAINST the decision: None

  
Elizabeth M. Oltman, Chair

LAR/bb

## CERTIFICATION

I, Austin P. Simko, Town Clerk and Chief Strategy Officer of the Town of Andover, Massachusetts do hereby certify that twenty days have elapsed since the above referenced decision of the Board of Appeals, which was filed in the office of the Town Clerk on May 6, 2019 and that no appeal has been filed with the Town Clerk.

  
Austin P. Simko  
Town Clerk and Chief Strategy Officer  
Andover, Massachusetts

## Exhibit E

### RESTRICTION GUIDELINES

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the Andover Preservation Commission (APC) the following list has been developed. By no means is this list comprehensive: it is only a sampling of some of the more common alterations, which may be contemplated by building owners.

#### PAINT

Minor - Exterior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major - Painting or fully stripping decorative surfaces or distinctive stylistic features including ornamental woodwork.

#### WINDOWS AND DOORS

Minor - Regular maintenance including caulking, painting and necessary reglazing. Repair or in-kind replacement of existing individual decayed window parts.

Major - Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

#### EXTERIOR

Minor - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

Major - Large-scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e. removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the Premises is also considered a major alteration.

#### LANDSCAPE/OUTBUILDINGS

Minor - Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.

Major - Moving or subdividing buildings or Premises; altering of Premises; altering or removing significant landscape features such as gardens, vistas, walks, plantings; ground disturbance affecting archaeological resources.

#### WALLS/PARTITIONS

Minor - Making fully reversible changes (i.e. sealing off doors in situ, leaving doors and door openings fully exposed) to the spatial arrangement of a non-significant portion of the building.

Major - Creating new openings in walls or permanently sealing off existing openings; adding permanent partitions which obscure significant original room arrangement; demolishing existing walls; removing or altering stylistic features; altering primary staircases.



## HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major appearance changes (i.e. disfigured walls or floors, exposed wiring, ducts, and piping); the removal of substantial quantities of original materials in the course of construction.

Changes classified as major alterations are not necessarily unacceptable. Under the preservation restriction such changes must be reviewed by the APC and their impact on the historic integrity of the premise assessed.

It is the responsibility of the Premises owner to notify the APC in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of the preservation restriction is to enable the APC to review proposed alterations and assess their impact on the integrity of the structure, not to preclude future change. APC will attempt to work with Premises owners to develop mutually satisfactory solutions, which are in the best interests of the Premises.

Exhibit F

Baseline Documentation

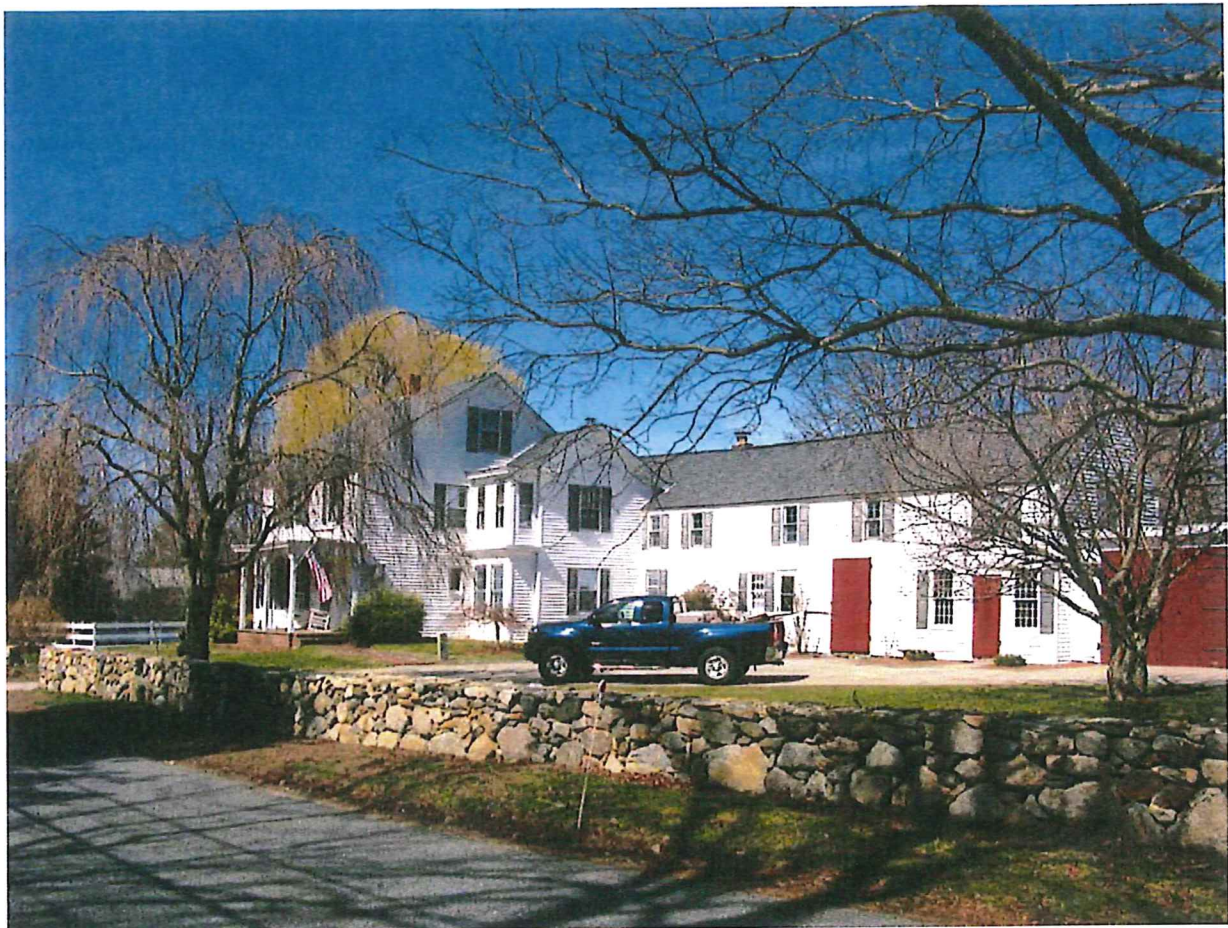


Photo 1, South Elevation, October 10, 2018



Photo 2 South Elevation, October 10, 2016





Photo 3, South Elevation, October 12, 2018



Photo 4, South Elevation, October 12, 2018





Photo 5, Southeast Elevation, October 12, 2018



Photo 6, Southeast Elevation, October 12, 2018





Photo 7, Southeast Elevation, October 12, 2018



Photo 8, West Elevation, October 12, 2018





Photo 9, West Elevation, October 12, 2018



Photo 10, West Elevation, October 12, 2018





Photo 11, West Elevation, October 12, 2018



Photo 12, West Elevation, January 16, 2018





Photo 13, West Elevation, January 28, 2018



Photo 14, Northwest Elevation, October 12, 2018





Photo 15, Northwest Elevation, October 12, 2018



Photo 16, Northwest Elevation, October 12, 2018

## CERTIFICATE OF CONVEYANCE

I, hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, this Preservation Restriction Agreement of the Premises, located at **125 Bailey Road**, in Andover, Massachusetts was conveyed to the Town of Andover by and through the Andover Preservation Commission free and clear of all liens and encumbrances and that except for the following items, there are no other holders of any interest in the land:

\_\_\_\_\_  
Kathryn M. Morin  
(Attorney for Grantor)

## COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared, Kathryn M. Morin, attorney for grantor, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:  
My Commission Expires:

August 2, 2019

Via Overnight Delivery

Mr. Andrew P. Flanagan  
Town Manager  
Town of Andover  
Andover, MA 01810

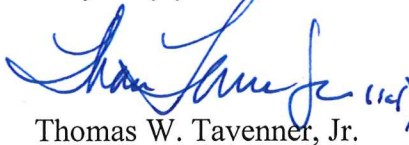
RE: License with Town of Andover

Dear Andrew:

Enclosed please find a form License Agreement, between the Town of Andover and Lincoln Essex OAV, LLC, regarding a certain landscape area located near 89 Main Street. I am sending this letter to request the Town's consideration and approval of the same. Kindly add this item to the next Board of Selectmen's meeting on August 12, 2019.

Thank you.

Very truly yours,



Thomas W. Tavenner, Jr.

TWT/laf  
Enclosures

Cc: Thomas J. Urbelis, Esq.  
Lincoln Essex OAV, LLC  
Smythe & Dove Limited Partnership

## LICENSE AGREEMENT

This LICENSE AGREEMENT (this "License") is granted as of this \_\_\_\_ day of August, 2019, by and between the **TOWN OF ANDOVER**, a Massachusetts municipal corporation having a usual place of business at 36 Bartlet Street Andover, Massachusetts 01810 (the "Town"), and **LINCOLN ESSEX OAV, LLC**, a Massachusetts limited liability company, having a usual place of business at 34 Essex Street, Andover, MA 01810 (the "Licensee").

WHEREAS, the Town is the owner of certain property consisting of a municipal parking lot and land adjacent thereto (the "Town Land"), which Town Land is shown on a plan attached hereto as **Exhibit A** and incorporated by reference herein (the "Property Plan"); and

WHEREAS Licensee is the landlord under that certain Commercial Lease (the "Lease") dated as of August 8, 2018, as amended through the date hereof, entered into by and between Licensee and SMYTHE & DOVE LIMITED PARTNERSHIP, a Massachusetts limited partnership with its usual place of business at 24 Farmers Row, Groton, MA 01450 (the "Tenant"); and

WHEREAS, pursuant to the terms of the Lease, the Tenant occupies (or will occupy upon completion of certain improvements presently under construction) certain leased premises located at 89 Main Street, Andover, MA (the "Leased Premises"), which Leased Premises, as depicted on **Exhibit A** attached hereto, will be operated as the "Smythe and Dove Restaurant," as being part of that certain commercial complex of buildings owned by Landlord commonly known as "Andover Village Square" (the "Shopping Center") and situated upon the real property owned or controlled by Landlord abutting the Town Land; and

WHEREAS, Licensee requests a license from the Town to allow Tenant to improve a certain portion of the Town Land abutting the Leased Premises as depicted as the "Licensed Premises" on **Exhibit A** (the "Licensed Premises"), which proposed improvements are set forth on the plan entitled: "Smythe and Dove Restaurant, 89 Main Street, Andover, MA, Landscape Plan" dated April 12, 2019 and drawn by Elliott Brundage Landscape Design, a copy of which is attached hereto as **Exhibit B** (the "Landscape Plan"), which include, but are not limited to, the replacement of the existing sidewalk connecting the Leased Premises to the municipal parking lot, improving the existing handicap accessibility ramp from the Town Land to the Leased Premises and certain other landscaping improvements, all as more fully set forth below and further depicted on the Landscape Plan; and

WHEREAS, the Town and the Licensee desire for the mutual benefit of the Licensee (including the Tenant) and inhabitants of the Town to enter into this License to allow for the Tenant to complete the aforementioned improvements on the Licensed Premises and to memorialize the future obligations and responsibilities of the Town and the Licensee with respect to the Town Land and the improvements to be constructed thereon by the Tenant the benefits of which inure to the benefit of the Licensee.



NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged under seal, the parties hereto hereby covenant and agree as follows:

1. The Town grants to Licensee, its successors and assigns (including the Tenant to the extent granted under the Lease), a revocable license (the "License") to enter upon, use and improve (or to allow the Tenant to enter upon, use and improve), at Licensee's sole cost and expense (which costs shall be incurred by Tenant per the Lease), the Licensed Premises for the following purposes, (hereafter referred to as the "Improvements"):

- (a) Improvement of the existing handicap accessibility ramp from the municipal parking lot to the Leased Premises;
- (b) Replacement of the existing sidewalk abutting the Leased Premises with a handicap accessible sidewalk;
- (c) Construction of a retaining wall within the Licensed Premises;
- (d) Planting of new grass within the Licensed Premises for ground cover purposes.
- (e) The only use of the Licensed Premises shall be for pedestrian access. All other uses including but not limited to the placement of a chair, bench, table or plants are prohibited.

The foregoing improvements are collectively referred to herein as the "Improvements". The Improvements are more particularly depicted on the Landscape Plan attached hereto and Licensee will complete such Improvements in accordance with specifications outlined therein.

The Licensee shall apply and pay for all permits required for construction of the Improvements. All construction plans and specifications for the Improvements shall be reviewed and approved by the Town prior to the commencement of any construction on the Licensed Premises. Licensee shall pay for a structural engineer chosen by the Town to review such plans and specifications if the Town deems it necessary to do so. As-built plans shall be submitted to the Town upon completion of construction.

2. Licensee agrees, subsequent to the completion of construction of the Improvements, to perform the following maintenance during the term of this License, at the sole expense of Licensee, which obligations it may cause the Tenant to perform (and pay for) under the terms of the Lease:

- (a) Maintain the sidewalk area and handicapped accessible ramps which directly abut the Leased Premises and within the Licensed Premises, including, but not limited to, snow and ice removal;
- (b) Maintain the planting beds that directly abut the Leased Premises and within the Licensed Premises;
- (c) Maintain the retaining wall within the Licensed Premises.
- (d) Maintain and mow the grass area planted by the Licensee within the Licensed Premises.
- (e) Maintain an area for snow removal and storage, which has been approved by the Andover Department of Public Works.

The Town shall not be responsible for nor shall it repair, any damage to the Licensed Premises or any of the Improvements caused by maintenance or any other work performed by the Town on the Town Land or the Licensed Premises.

3. The parties covenant and agree that this License does not create any property interest in land and is revocable at will upon thirty (30) days' written notice to the Licensee from the Town. The License will terminate upon the date which is thirty (30) days following Licensee's receipt of said written notice from the Town (the "Termination Date").

4. The Licensee shall pay the Town \$\_\_\_\_\_ per year, payable on the first of each month at the rate of \$\_\_\_\_\_ per month.

5. In the event this License is revoked or otherwise terminated, Licensee agrees to vacate and cease the use of the Licensed Premises, and to leave the Licensed Premises and the Improvements in good repair, at its sole cost and expense, no later than the Termination Date. In the event that Licensee fails to vacate the Licensed Premises and leave the same in the condition required by this License, and the Town brings an enforcement action hereunder to require Licensee to so vacate, the Town will be entitled to recover all costs and damages associated therewith including court costs and reasonable legal fees.

6. Licensee covenants and agrees to keep the Licensed Premises and the Improvements clean and in good repair, reasonable wear and tear excepted therefrom.

7. Licensee acknowledges, covenants and stipulates that this License is revocable at will by the Town, without cause, and the Licensee further acknowledges, covenants and stipulates that in the event of such revocation, the Licensee shall have no recourse or claim against the Town for such revocation, whether by way of monetary charges, economic loss, a suit in equity, or otherwise.

8. Licensee shall assume the defense of, indemnify and hold harmless the Town, and their respective agents and employees (the "Indemnified Parties") from and against all losses and claims, demands, payments, suits, actions, recoveries and judgments of every nature and description (collectively the "Losses") claimed, brought against or recovered against the Indemnified Parties related to or arising out of the construction or the use of the Licensed Premises by any person. This indemnity, hold harmless and defense obligation shall not be limited by any insurance provided by the Licensee.

9. From the commencement of the License through termination or revocation thereof and the removal of all of Licensee's property from the Licensed Premises, Licensee shall provide and maintain, at its own expense, insurance policies issued by reputable insurance companies qualified to do business and in good standing in Massachusetts with an A.M. Best rating of at least A- that meet or exceed the following requirements:

**Workers' Compensation and Employers Liability Insurance**, as required by the Commonwealth of Massachusetts with a minimum limit of \$1,000,000. If

applicable, coverage will include the U.S. Longshoremen's and Harbor Workers Compensation Act, and the Jones Act

**General Liability**, including Contractual Liability and Products/ Completed Operations coverage, covering all operations to be performed under this License and all uses of the Licensed Premises, with minimum limits of:

Bodily Injury	-	\$1,000,000/\$3,000,000 per occurrence and a \$5,000,000 Umbrella Policy
Property Damage	-	\$1,000,000/\$3,000,000 per occurrence and a \$5,000,000 Umbrella Policy

The Town shall be included as an additional insured under these policies.

Prior to the commencement of any work pursuant to this License, and annually by January 1 of each succeeding year thereafter, Licensee shall provide to the Town evidence that the specified coverages are in place by way of insurance certificates and endorsements of the Town. Such certificates will stipulate that at least thirty (30) days' prior written notice shall be given to the Town in the event of any cancellation or diminution of coverage.

10. This License may not be assigned without the approval of the Andover Board of Selectmen.

11. The Department of Public Works, Building Inspector, Board of Health and Town Clerk may enter upon and inspect the Licensed Premises and may take such action as any of them deem necessary to enforce the Licensee's obligations hereunder.

12. All notices required or permitted to be given under this License shall be in writing and addressed to the parties, or to the attorney for the respective parties, at the addresses set forth below, or to such other address or telex or facsimile number as may, from time to time, be designated by the intended recipient thereof by advance written notice to the other parties. All such notices shall be hand delivered, or mailed by registered or certified mail, postage prepaid, return receipt requested or by Federal Express or other recognized overnight courier, telexed or faxed, addressed as aforesaid and shall be effective, if hand delivered, upon delivery; if mailed, when received; if telexed or faxed, when transmitted with receipt acknowledged. All notices shall be sent as follows:

IF TO TOWN OF ANDOVER:

Town of Andover

36 Bartlet Street

Andover, MA 01810

Attention: Andrew P. Flanagan, Town Manager

IF TO LICENSEE:

LINCOLN ESSEX OAV, LLC



34 Essex Street  
Andover, MA 01810  
Attention: Barry R. Finegold

13. If any term, provision, covenant or condition of this License is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this License shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

14. This License is governed by the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have caused their corporate seals to be hereto affixed and this License to be executed and delivered in their names and on behalf of their respective officers, thereunto duly authorized, on or as of the day and year first written above.

LICENSEE:

**Lincoln Essex OAV, LLC,**  
a Massachusetts limited liability company

By: Lincoln Essex OAV Manager, LLC,  
Its Manager

By: Lincoln Essex Capital LLC,  
Its Manager

By: \_\_\_\_\_  
Name: Barry R. Finegold, duly authorized

**TOWN OF ANDOVER,**  
By its Board of Selectmen, duly authorized

\_\_\_\_\_  
Selectwoman

\_\_\_\_\_  
Selectwoman

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Selectman

#### CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

\_\_\_\_\_  
Barry R. Finegold, duly authorized

#### CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A  
Barry R. Finegold, authorized signatory for Lincoln Essex OAV, LLC,  
whose principal place of business is at 34 Essex Street, Andover, MA 01810  
does hereby certify under the pains and penalties of perjury that Lincoln Essex OAV, LLC has  
paid all Massachusetts taxes and has complied with all laws of the Commonwealth of  
Massachusetts relating to taxes, reporting of employees and contractors, and withholding and  
remitting child support.

\_\_\_\_\_  
Barry R. Finegold

Federal Identification No.42-2847341

CERTIFICATE OF VOTE  
(Corporations Only)

At a duly authorized meeting of the Board of Directors of  
the \_\_\_\_\_ held on \_\_\_\_\_ it was  
(Name of Corporation) (Date)

VOTED, That

\_\_\_\_\_  
(Name) (Officer)  
of this company, be and hereby is authorized to execute contracts and bonds in the name and on  
behalf of said company, and affix its corporate seal hereto; and such execution of any contract or  
obligation in this company's name on its behalf by such officer under seal of the company, shall  
be valid and binding upon this company.

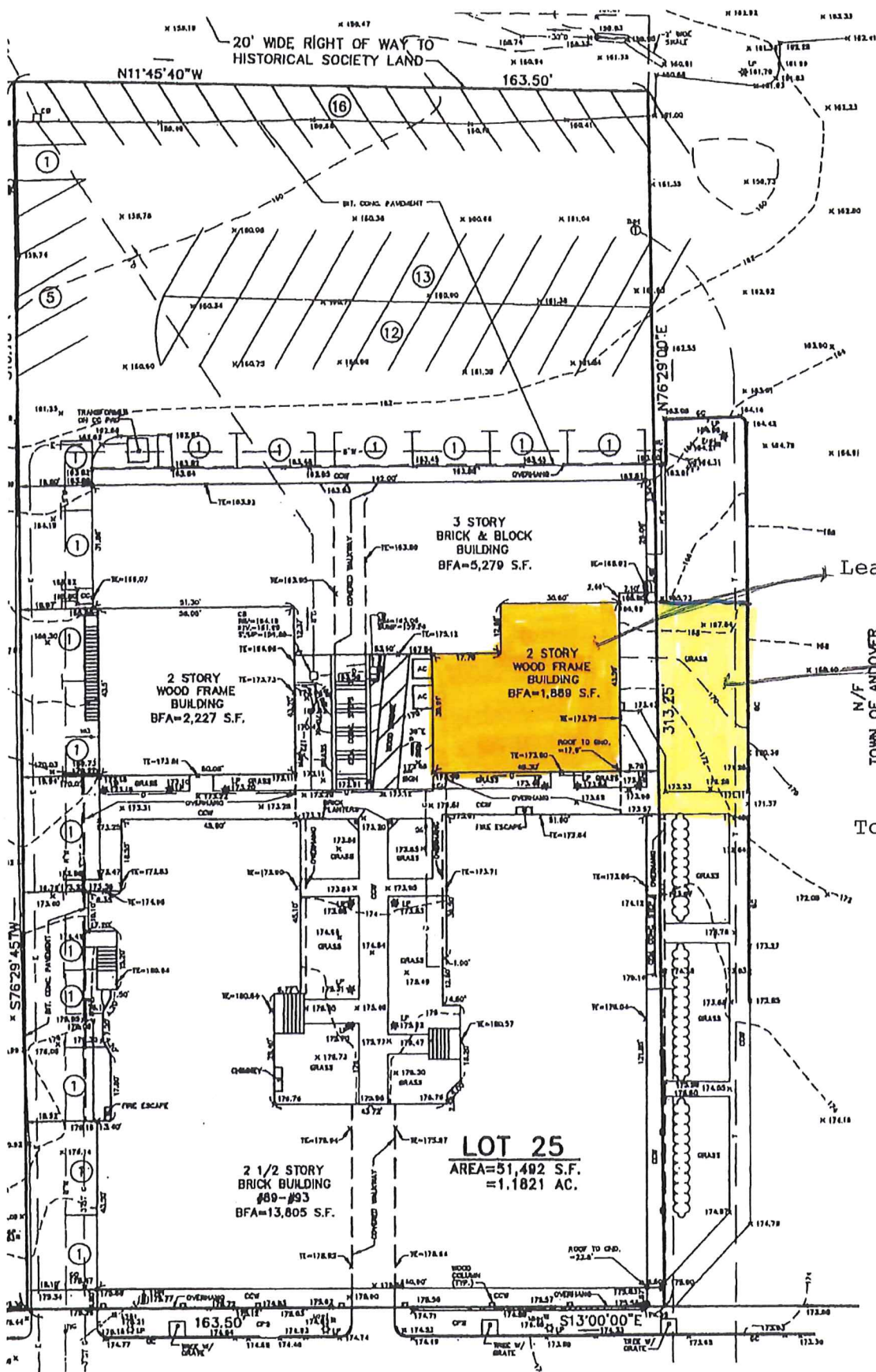
I hereby certify that I am the clerk of the above named corporation and that  
\_\_\_\_\_ is the duly elected officer as above of said company, and  
that the above vote has not been amended or rescinded and remains in full force and effect as the  
date of this contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Clerk)

Corporate Seal

Exhibit A – Property Plan



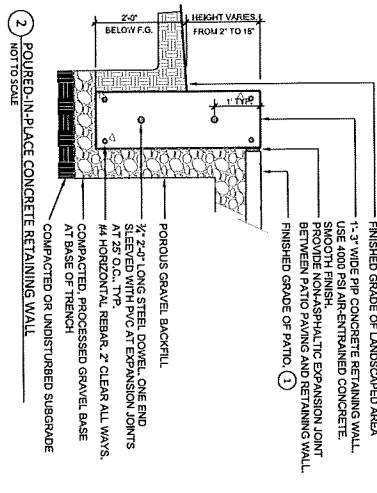
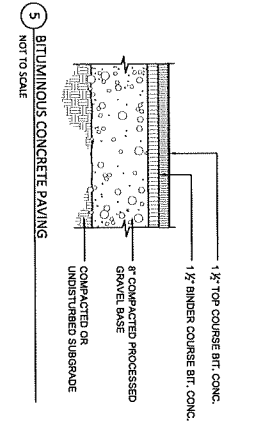
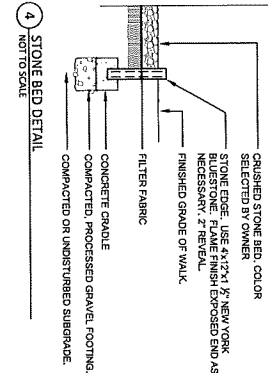
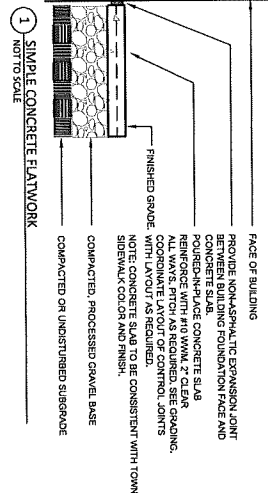
Leased Premises

Licensed Premises

Town Land

MAIN (PUBLIC-VARIABLE WIDTH) STREET

Exhibit B – Landscape Plan

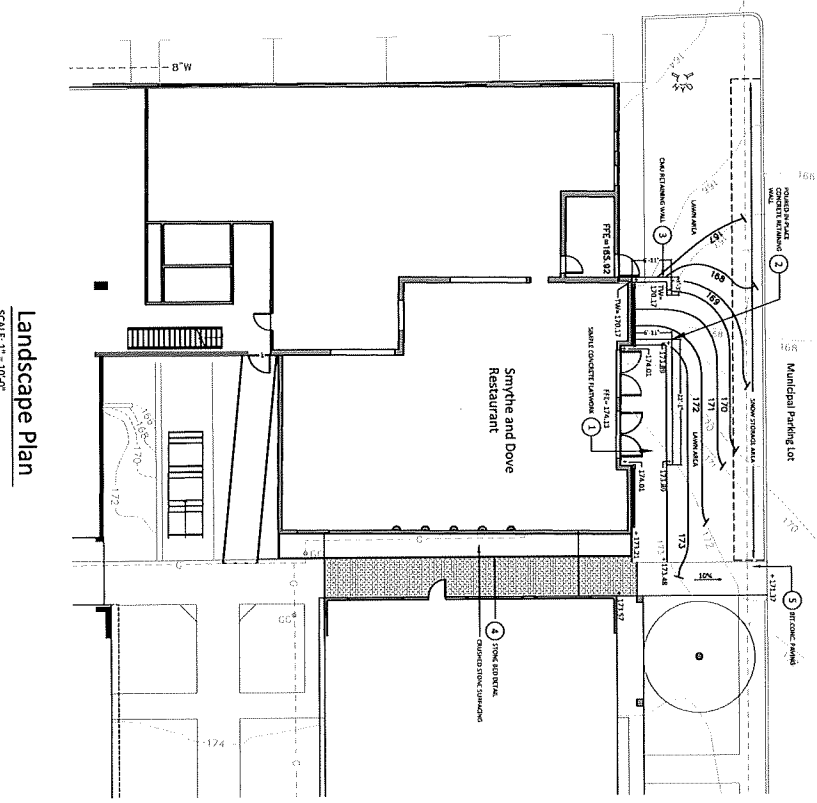


**UNILOCK** 1-800-UNILOCK  
www.unilock.com  
Burlington, Vermont • Chicago, Illinois  
Denver, New York • Toronto

**Consolidated**  
Retaining Wall  
1300mm (42.6ft)  
Steel Reinforcement - 60ksi  
Steel Reinforcement - 60ksi

Item	Description	Unit	Quantity	Price	Total
1	Retaining Wall	sq. ft.	1300	1.00	1300.00
2	Steel Reinforcement	lb.	1300	0.50	650.00
3	Concrete	cu. yd.	1300	1.00	1300.00
4	Gravel	cu. yd.	1300	1.00	1300.00
5	Subgrade	sq. ft.	1300	1.00	1300.00
6	Foundation	sq. ft.	1300	1.00	1300.00
7	Backfill	cu. yd.	1300	1.00	1300.00
8	Drainage	sq. ft.	1300	1.00	1300.00
9	Finishing	sq. ft.	1300	1.00	1300.00
10	Installation	sq. ft.	1300	1.00	1300.00
11	Removal	sq. ft.	1300	1.00	1300.00
12	Transportation	sq. ft.	1300	1.00	1300.00
13	Storage	sq. ft.	1300	1.00	1300.00
14	Insurance	sq. ft.	1300	1.00	1300.00
15	Permit	sq. ft.	1300	1.00	1300.00
16	Survey	sq. ft.	1300	1.00	1300.00
17	Design	sq. ft.	1300	1.00	1300.00
18	Construction	sq. ft.	1300	1.00	1300.00
19	Maintenance	sq. ft.	1300	1.00	1300.00
20	Demolition	sq. ft.	1300	1.00	1300.00

3 CMU RETAINING WALL SECTION DETAIL  
NOT TO SCALE



Landscape Plan  
SCALE: 1" = 10'-0"

- General Landscape Construction Notes**
- The Contractor is responsible for protecting and maintaining all existing utilities throughout the duration of the contracted work.
  - The Contractor is responsible for protecting all trees, shrubs and structures to remain on the project site and property. Any existing trees, shrubs or structures shall be removed from the project site and property, disposed of, and any remaining stumps shall be removed.
  - The Contractor shall contact the Landscaping Architect if field conditions require adjustments to construction.
  - The Contractor shall contact the Landscaping Architect if field conditions require adjustments to construction.
  - Prior to commencement of work, the Contractor shall confirm the location of property lines where critical to building setbacks shall be marked with the Contractor for approval of the Landscaping Architect.
  - All disturbed areas within the contract limit line or project area shall be finely graded with screened loam to the proper dimensions, and seeded or returned to as natural a state as approved by the Landscaping Architect.
  - All dimensions and quantities shall be field verified by the contractor prior to ordering materials or construction.
  - All dimensions and quantities shall be field verified by the contractor prior to ordering materials or construction.
  - It is the responsibility of the contractor to insure that all work conforms to the applicable codes and regulations.



Smythe and Dove Restaurant  
89 Main Street  
Andover, MA

# Landscape Plan

REVISIONS:  
7-15-19 Plants and irrigation removed from SOV. Detail 3 relocated.

DATE:  
April 12, 2019  
SCALE: AS NOTED

## Vehicle for Hire License

### Request / Agenda:

Board to consider voting to approve the application of Methuen High Class, Inc. for a Vehicle for Hire license. Henry Blanco, of Methuen High Class, Inc., 300 Brickstone Sq., Suite 211, Andover, is requesting permission to operate a Vehicle for Hire business at 300 Brickstone Sq., Suite 211, with 40 vehicles. The license has been reviewed and approved by the Police Department and would be effective from the date of approval through April 30, 2020.

### Motion for Selectmen / License Conditions:

I move that the 40 Vehicle for Hire licenses for Methuen High Class, Inc., 300 Brickstone Sq., Suite 211, Andover be approved as presented with the following conditions: no livery vehicles to be stored in Andover and that all other requirements of the Town are met prior to issuance.

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Vote: \_\_\_\_\_ Yes  
\_\_\_\_\_ No  
\_\_\_\_\_ Abstain